

Our File Number: KD:LMA:64612 and 64613
Your Reference:
Contact: Kelly Dwyer / Leonie Annett
Email: law@charltonslawyers.com.au

PARTNERS

Chris Parker LLB

Edwina Rowan LLB (Hons) BA (Journ) (Dist)
Grad Cert. (Criminology)Kelly Dwyer LLB BBus (Accy) GDip Leg Prac
Grad Dip PropVal**SOLICITOR**

Trent Osborn LLP GDip Leg Prac

MR GG CROWTHER AND MRS HF CROWTHER
AS TRUSTEES FOR THE CROWTHER FAMILY
SUPERANNUATION FUND
BY EMAIL: federal@aapt.net.au

6 October 2021

Dear George & Helen

**RE: LEASE TO GALEA - 5 CAMPBELL STREET, BUNDABERG EAST; AND
LEASE TO WOOD - 113 BARGARA ROAD**

We refer to the above matter and confirm your instructions are for us to perform the following work.

1. Your Instructions

(a) You would like us to act on your behalf and attend to the following:

- Receiving your instructions;
- Preparing the draft Lease and any other ancillary documents;
- All correspondence with the Lessee's solicitors;
- All correspondence with you;
- Negotiating the terms of the Lease and drafting necessary amendments;
- Execution of the Lease; and
- Registration of the Lease and any ancillary documents.

(b) We confirm that we will not be performing the following work:

- Tax advice (including GST advice); and
- Any items not listed above.

2. Persons who will perform the work

The people who will primarily perform the work necessary to carry out your instructions, and their current hourly charge out rates (including GST) are:

Kelly Dwyer, Partner	\$495.00
Trent Osborn, Solicitor	\$395.00
Leonie Annett, Personal Assistant	\$220.00

3. **Our Fees**

Our fees will be calculated on the basis of the time spent by our staff at their hourly rates current from time to time. Our estimate of the total cost is \$880.00 to \$1,650.00 including GST for each matter. We note that on this Lease for the panel shop, you may be able to have the tenant pay your legal fees. Please advise if you wish to pursue this. You will not have this option on the bike shop Lease as the Retail Shop Leases Act prohibits this.

In addition to our professional fees, we will charge you at cost for any expenses and disbursements we incur (or become liable to pay) on your behalf. These include:

- (a) Title Searches;
- (b) Department of Resource's registration fee (if the lease is registered) however the Tenant will be liable to pay this; and
- (c) Should registration be required by the Tenant/s they will also be liable for survey fees to prepare the sketch plans.

4. **Draft Documents**

We have prepared the following draft documents which are **attached** for your consideration and approval:-

1. Draft Lease – 5 Campbell Street

Please note that we require the following information from you to complete the Lease:

- Commencement Date;
- Did the tenant exercise the option in the previous Lease?;
- Tenant's address including email address;
- Tenant's solicitor (if no solicitor, then the tenant's email address);
- Are you still holding a \$2,300.00 bank guarantee/cash deposit?;
- Please confirm the new rent amount we have inserted; and
- Plan – we suggest that the lease area be the area inside the building with any external areas exclusively used by the Tenant mapped on a separate map and described as a licence area.

2. Draft Lease – 113 Bargara Road

Please note that we require the following information from you to complete the Lease:

- Commencement Date;
- Tenant's address including email address;
- Tenant's solicitor (if no solicitor, then the tenant's email address);
- Do you hold any bank guarantee/cash deposit? If not, do you require one under the new Lease?;
- Please confirm the new rent amount we have inserted; and
- Plan – we suggest that the lease area be the area inside the building with any external areas exclusively used by the Tenant mapped on a separate map and described as a licence area.

3. Draft Lessor Disclosure Statement

Please note that we require the following information from you to complete the Lease:

- Area of the leased premises;
- Items to be ticked at Item 1.4;
- Number of car spaces, if any, to be inserted at Item 3;

- Any costs to be disclosed at Item 16.1.

5. **Identity**

We are required to obtain proof of your identity unless you have previously provided this to us. Please forward certified copies of identification documents in accordance with the **attached** 100-point Identification Guide.

6. **Cyber Alert**

We specifically request that you do not act on any email instruction purporting to change or alter previously provided bank account details unless confirmed verbally (and subsequently in writing) by the people handling your matter. In the past, hackers have targeted law firms and have diverted funds from the intended accounts. This has meant that clients of law practices across Australia have lost money. To ensure that you take all possible steps to reduce the risk, we ask that you read the **attached** Cyber Alert document.

Please sign the Cyber Alert where indicated and return it to our office. The simple steps outlined in the Client Cyber Alert can reduce any potential loss of money to hackers.

7. **Closure of files**

It has always been the accepted practice that law firms were permitted to destroy files on expiry of seven (7) years from the date of closure of the file.

Recently the Queensland Law Society took the view that we should additionally obtain the client's written authority to destroy files.

Accordingly, could you please sign the **attached** authority and return it to us as possible.

If you have any questions, please do not hesitate to contact the writer.

Yours faithfully,
CHARLTONS LAWYERS



Kelly Dwyer
Partner

From: Cara Prichard CPrichard@charltonslawyers.com.au
Subject: RE: Rent Review - 5 Campbell Street, Bundaberg East & 113 Bargara Road, Bundaberg East
Date: 14 December 2022 at 9:04 am
To: George Crowther federal@aapt.net.au
Cc: Kelly Dwyer KDwyer@charltonslawyers.com.au



Good morning George & Helen

Please see **attached** draft letters to the tenants for the rent increase. We have also **attached** copies of the executed Leases for convenience.

Please advise if any amendments are required. Alternatively, confirm if all is in order to send as is.

We look forward to hearing from you.

Yours Faithfully,

Cara Prichard

Personal Assistant to Sally Dwyer, Partner



14 Quay Street | Bundaberg QLD 4670
PO Box 518 | Bundaberg QLD 4670
T: (07) 4152 2311 | E: cprichard@charltonslawyers.com.au
W: www.charltonslawyers.com.au

Our office will be closed from 12:00pm on Friday 23 December 2022
and will re-open at 8:30am on Tuesday 3 January 2023.

The Partners and staff of Charltons Lawyers wish you a
Merry Christmas and a Happy New Year.



Warning:

We will not communicate the request to pay funds into our trust account outside of the Securexchange platform. Should you receive any request to pay funds relating to a matter via email, text or fax, please disregard the request and contact us immediately for verification.

DO NOT ACT ON ANY email instruction purporting to change or alter previously provided Bank Account details unless confirmed verbally by us.

Please consider the environment before printing this e-mail.

Please Note:

1. Liability limited by a scheme approved under professional standards legislation.
2. The contents of this email and any attachments are confidential and privileged. Any unauthorised use of the contents is expressly prohibited. If you receive this email in error, please contact the sender and then delete the email.

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4. This email is also subject to copyright. No part of it should be reproduced, adapted or communicated without the written consent of the copyright owner. Any personal information in this email must be handled in accordance with the Privacy Act 1988 (Cth).

From: George Crowther <federal@aapt.net.au>

Sent: Tuesday, 13 December 2022 8:14 AM

To: Cara Prichard <CPrichard@charltonslawyers.com.au>

Subject: Re: Rent Review - 5 Campbell Street, Bundaberg East & 113 Bargarra Road, Bundaberg East

Good morning Cara,

We would like to confirm for you to proceed with the rent reviews for 113 Bargarra Road Bundaberg and 5 Campbell St Bundaberg.

Thanking you
Helen Crowther

On 12 Dec 2022, at 10:00 am, Cara Prichard
<CPrichard@charltonslawyers.com.au> wrote:

Good morning George & Helen

Please see **attached** our correspondence outlining our fees for this matter.

Please peruse and confirm whether you are happy to proceed.

We look forward to hearing from you.

Yours Faithfully,

Cara Prichard

Personal Assistant to Kelly Dwyer, Partner

<image001.png>

14 Quay Street | Bundaberg QLD 4670

PO Box 518 | Bundaberg QLD 4670

T: (07) 4152 2311 | E: cprichard@charltonslawyers.com.au

W: www.charltonslawyers.com.au

<image002.png>

<image003.png> <image004.png> <image005.png> <image006.jpg> <image007.png>

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3. Before opening or using any attachments, please check them for viruses and defects. The sender does not accept any liability for any damage caused by such viruses and /or

- defects. Please notify the sender of any virus and/or defect should you discover same.
4. This email is also subject to copyright. No part of it should be reproduced, adapted or communicated without the written consent of the copyright owner. Any personal information in this email must be handled in accordance with the Privacy Act 1988 (Cth).

<Cyber Alert.pdf><09122022 - Scope Letter - Client.pdf>

Our File Number: K0.CP.06273
Your Reference:
Contact: Kelly Dwyer / Cara Prichard
Email: law@charltonslawyers.com.au

MR JA WOOD
12 FORD STREET
BUNDABERG QLD 4670

14 December 2022

Dear Sir/Madam

RE: GEORGE GEOFFREY CROWTHER & HELEN FRANCIS CROWTHER AS TRUSTEES FOR THE CROWTHER FAMILY SUPERANNUATION FUND LEASE TO WOOD PREMISES: 113 BARBARA ROAD, BUNDABERG EAST

We refer to the above matter and note that we act on behalf of the Landlord, George Geoffrey Crowther and Helen Francis Crowther as Trustees for The Crowther Family Superannuation Fund.

We note that your lease was due to have the rent increased by way of a CPI increase on 1 September 2022.

Accordingly, your new rental amount from this date would be \$30,802.00 per annum excluding GST or \$2,575.17 per month excluding GST.

Yours faithfully
CHARLTONS LAWYERS

Kelly Dwyer
Partner

Our File Number: KD.CP.65273
Your Reference:
Contact: Kelly Dwyer / Cara Prichard
Email: law@charltonslawyers.com.au

MR MP GALEA
465 BRANYAN DRIVE
BRANYAN QLD 4670

14 December 2022

Dear Sir/Madam

**RE: GEORGE GEOFFREY CROWTHER & HELEN FRANCIS CROWTHER AS
TRUSTEES FOR THE CROWTHER FAMILY SUPERANNUATION FUND LEASE TO
GALEA
PREMISES: 5 CAMPBELL STREET, BUNDABERG EAST**

We refer to the above matter and note that we act on behalf of the Landlord, George Geoffrey Crowther and Helen Francis Crowther as Trustees for The Crowther Family Superannuation Fund

We note that your lease was due to have the rent increased by way of a CPI increase on 1 September 2022.

Accordingly, your new rental amount from this date would be \$29,907.07 per annum excluding GST or \$2,492.26 per month excluding GST.

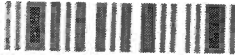
Yours faithfully

CHARLTONS LAWYERS

Kelly Dwyer
Partner



Dealing Number



OFFICE USE ONLY

Privacy Statement

Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W see the department's website.

<p>1. Lessor GEORGE GEOFFREY CROWTHER AND HELEN FRANCIS CROWTHER TRUSTEE UNDER INSTRUMENT 717178459</p>	<p>Lodger (Name, address, E-mail & phone number) Charltons Lawyers PO Box 518 BUNDABERG QLD 4670 Ph: (07) 4152 2311 Ref:KD:LA:64612</p>	<p>Lodger Code BG 919</p>
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2. Lot on Plan Description LOT 12 ON SP262926	Title Reference 50923090
---------------------------------------------------------	------------------------------------

3. Lessee Given names MARK PETER	Surname/Company name and number GALEA	(include tenancy if more than one)
--------------------------------------------	------------------------------------------	------------------------------------

4. Interest being leased
FEE SIMPLE

5. Description of premises being leased
Part of the ground floor of the building erected on the land as hatched on the plan attached hereto marked "A".

6. Term of lease Commencement date: 01/09/2021 Expiry date: 31/08/2025 #Options: 1 x 4 years #Insert nil if no option or insert option period (eg 3 years or 2 x 3 years)	7. Rental/Consideration See attached schedule
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8. Grant/Execution
The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

.....signature
.....full name
.....qualification / /
Witnessing Officer Execution Date Lessor's Signature

.....signature
.....full name
.....qualification / /
Witnessing Officer Execution Date Lessor's Signature

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

9. Acceptance
The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

.....signature
.....full name
.....qualification / /
Witnessing Officer Execution Date Lessee's Signature

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

SCHEDULE

Title Reference 50923090

INFORMATION SCHEDULE

ITEM 1	LESSOR:	George Geoffrey Crowther and Helen Francis Crowther trustee under instrument 717178459	(Us/We)										
	OUR ADDRESS:	91 Barolin Esplanade, Coral Cove QLD 4670											
ITEM 2	LESSEE:	Mark Peter Galea	(You)										
	YOUR ADDRESS:	465 Branyan Drive, Bundaberg QLD 4670 Email: eastcoastauto@outlook.com											
ITEM 3	GUARANTORS:	Not applicable											
ITEM 4	PREMISES	Part of the land and building situated at 5 Campbell Street, East Bundaberg as hatched on the plan annexed hereto.											
ITEM 5	COMMENCEMENT DATE:	1 September 2021											
ITEM 6	EXPIRY DATE:	31 August 2025											
ITEM 7	BASE RENT:	\$28,800.00 excluding GST per annum											
ITEM 8	REVIEW DATE & METHOD:	<table><thead><tr><th><u>Date</u></th><th><u>Method</u></th></tr></thead><tbody><tr><td>01/09/2022</td><td>CPI</td></tr><tr><td>01/09/2023</td><td>CPI</td></tr><tr><td>01/09/2024</td><td>CPI</td></tr></tbody></table>	<u>Date</u>	<u>Method</u>	01/09/2022	CPI	01/09/2023	CPI	01/09/2024	CPI			
<u>Date</u>	<u>Method</u>												
01/09/2022	CPI												
01/09/2023	CPI												
01/09/2024	CPI												
ITEM 9	AMOUNT OF BANK GUARANTEE:	\$2,300.00											
ITEM 10	PERMITTED USE:	Panel Beating and Spray Painting											
ITEM 11	OPTION TO RENEW:	Further term: 4 years Expiry date: 31/08/2029 Rent review date and method: <table><thead><tr><th><u>Date</u></th><th><u>Method</u></th></tr></thead><tbody><tr><td>01/09/2025</td><td>Market Review</td></tr><tr><td>01/09/2026</td><td>CPI</td></tr><tr><td>01/09/2027</td><td>CPI</td></tr><tr><td>01/09/2028</td><td>CPI</td></tr></tbody></table>	<u>Date</u>	<u>Method</u>	01/09/2025	Market Review	01/09/2026	CPI	01/09/2027	CPI	01/09/2028	CPI	
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01/09/2025	Market Review												
01/09/2026	CPI												
01/09/2027	CPI												
01/09/2028	CPI												

Title Reference 50923090

1. START AND END

1.1 Term

The Lease begins on the date in Item 5 and ends at midnight on the date in Item 6.

1.2 Monthly Tenancy when Lease Expires

If you occupy the Premises after the end of the lease with our consent you do so as a monthly tenant on the terms of this Lease which apply on the expiry date. We or you may terminate the monthly tenancy on any day by giving one month's written notice to the other. The tenancy terminates at midnight on the same day of the next month as the day on which the termination notice was served.

2. PAYMENTS BY YOU UNDER THIS LEASE

2.1 Base Rent

You must pay the base rent in Item 7 without demand by monthly instalments equal to one-twelfth of the base rent in advance on the first day of each month during the Lease.

2.2 Rent Increases

2.2.1 The base rent will be reviewed on each Review Date by the method set out in paragraph 2.2.2, 2.2.3 or 2.2.4 according to the method nominated opposite the relevant review date in Item 8 of the Information Schedule.

2.2.2 Percentage Increase

The base rent for the relevant year of the term shall be the amount calculated at the Review Date by multiplying the base rent for the preceding year of the term by the percentage stated for that Review Date in Item 8.

2.2.3 CPI Increase

The base rent for the relevant year of the term shall be the amount calculated as at the Review Date by the formula:

$$BR = \frac{A \times B}{C}$$

Where:

- BR is the base rent for the year under review;
- A is the base rent for the preceding year;
- B is the CPI determined at the last quarter day before the commencement of the relevant year; and
- C is the CPI determined at the last quarter day one year before the commencement of the relevant year.

Until such time as the base rent is determined in accordance with this sub-clause you must pay monthly instalments on account of the base rent at the same rate as at the end of the previous rental year and an appropriate adjustment, if necessary, shall be made within fourteen days of the determination of the base rent for the current year.

2.2.4 Market Rent Review

The Base Rent for the relevant year shall be the amount determined in accordance with the following procedure.

2.2.4.1 Our Notice

We may vary the Base Rent to an amount which we consider to be the current market rent for the Premises by notice to you ("Landlord's notice") not earlier than 90 days or later than 42 days before a market review date.

Title Reference 50923090

2.2.4.2 Your Notice

- (a) Within 21 days after receiving the Landlord's notice, you may give us a notice ("Tenant's notice") stating the amount which you consider to be the market rent for the Premises and requiring the market rent to be determined under clauses 2.2.4.3 to 2.2.4.7.
- (b) If you do not give the Tenant's notice within 21 days, the Base Rent payable until the next review date will be the amount stated in the Landlord's notice.

2.2.4.3 Negotiations

Within 21 days of service of the Tenant's notice, we and you or our representatives must meet and attempt to resolve the dispute as to the market rent payable for the Premises at the market review date.

2.2.4.4 Valuer to Settle if Dispute

- (a) If the amount of the market rent is not agreed on within 1 month after a market review date, the dispute must be referred for determination by a Valuer agreed by both of us, or failing agreement, nominated by the President of the Queensland Law Society Inc.
- (b) The appointed Valuer will make a determination of the market rent as at the particular market review date acting as an expert and not as an arbitrator.
- (c) The Valuer must make a written determination containing reasons within 1 month of his appointment.
- (d) The Valuer's determination will be final and binding on both of us.
- (e) The Valuer's costs will be paid by both of us equally. Either you or us may pay the Valuer's costs and recover one half of the amount paid from the other.

2.2.4.5 Landlord's and Tenant's Submissions

- (a) A Valuer who accepts appointment under this clause 2.2.4 may confirm with either you or us and may require either you or us to supply information relevant to the determination.
- (b) Any request for information must be complied with promptly and a copy of that information must be given to the other of us.
- (c) Either you or us may supply the Valuer with other information which we consider relevant and, if that is done, must make a copy of that information available to the other.
- (d) The information given to the Valuer is confidential and must not be used other than for the purposes of this clause 2.2.4.

2.2.4.6 Written Submissions

- (a) Written submissions may be made to the Valuer in relation to the market rent within 14 days of the Valuer's appointment. A copy of any submission must be given to the other of us when it is given to the Valuer.
- (b) The Valuer must not determine the market rent until the expiration of that period of 14 days.

2.2.4.7 Valuer's Criteria

- (a) In determining the market rent as at a market review date, the Valuer may take into account any matters he considers relevant but, in making his determination, the Valuer must:
 - (i) determine the current market rent:
 - (A) on the basis of the rent that would be reasonably expected to be paid for the Premises if they were unoccupied and offered for leasing for the use for which the Premises may be used under this Lease or a substantially similar use;
 - (B) on the basis of gross rent less outgoings payable by the Tenant under the Lease; and
 - (C) on an effective rent basis;
 - (ii) not have regard to the value of the goodwill of your business or your fittings; and
 - (iii) have regard to submissions about the market rent of the Premises.

Title Reference 50923090

- (b) "Effective rent basis" for the determination of current market rent under this clause 2.2.4.7 means the determination of the current market rent taking into account all associated advantages and disadvantages under arrangements made between us that reflect the net consideration passing to the Landlord from the Tenant under the Lease and associated arrangements.

2.2.5 Payment of Rent Pending Review

- 2.2.5.1** Until the determination of Base Rent has been made, you must pay Base Rent at the rate of 90% of the amount stated in the Landlord's notice or the Base Rent payable at the date of the Landlord's notice, whichever is the greater.
- 2.2.5.2** Any variation in Base Rent as the result of review under clauses 2.2.3 or 2.2.4 will take effect on the Review Date.
- 2.2.5.3** Within 14 days of the determination, we must refund any overpaid Base Rent or you must pay any shortfall.

2.3 Goods and Services Tax

2.3.1 In this clause:

"**Input Tax Credit**" means any GST paid on the supply of goods, services or other things for which the recipient of the supply is entitled to a refund or a credit against other GST otherwise payable by that person;

"**Tax Invoice**" means an invoice for the supply required by the GST law to support a claim by the recipient for an Input Tax Credit for the GST on the payment.

- 2.3.1.1** in addition to the Base Rent, you must pay to us an additional amount equal to the GST payable by us on the Base Rent;
- 2.3.1.2** if GST is payable on any amount payable by you to us under this Lease other than the Base Rent then, in addition to the relevant amount, you must pay to us an additional amount equal to the GST payable by us on that payment less any Input Tax Credits to which we are entitled in respect of the original supply to which the payment relates;
- 2.3.1.3** additional amounts payable under paragraphs 2.3.1.1 or 2.3.1.2 must be paid on the due date for payment of the Base Rent or other amount; and
- 2.3.1.4** if the item or the GST applies to an expense, referable to an area greater than the Premises, then you will pay the proportion attributable to the Premises determined in accordance with the proportion that the area of the Premises bears to the area the expense is incurred in respect of.
- 2.3.1.5** We shall provide you with a Tax Invoice in respect of any payment made under this clause.

2.4 Specific Tenancy Charges

You must pay to us our assessment for trade waste water by measure and other costs incurred or reasonably determined by us to have been incurred in respect of the Premises as a result of a particular use by you of the Premises.

2.5 Services

You must pay on time for all services supplied to the Premises including water electricity gas and telephone.

2.6 Government Duties and Costs

You must pay government duties and costs.

2.6.1 Government Duties

Government duties include stamp duties and registration fees payable on the Lease, on an assignment of Lease (including a deed of consent), a subletting (including a deed of consent), a licence (including a deed of consent) and on the surrender or termination of the Lease other than at the expiry date.

2.6.2 Costs

Costs include our reasonable legal and other costs, charges and expenses incidental to:

Title Reference 50923090

- 2.6.2.1 preparation, negotiation, stamping and registration of the Lease;
- 2.6.2.2 an application for consent even if consent is not given;
- 2.6.2.3 an assignment, subletting or dealing with the Lease even if the dealing does not proceed;
- 2.6.2.4 a surrender or termination of the Lease other than at the expiry date;
- 2.6.2.5 preparation of a plan for inclusion in the Lease.

2.7 Bank Guarantee

2.7.1 Giving a Bank Guarantee

You must give to us before the commencement date a bank guarantee which:

- 2.7.1.1 is unconditional and irrevocable;
- 2.7.1.2 is for an amount not less than the secured sum in Item 9;
- 2.7.1.3 has a termination date of not less than one month after the expiry date; and
- 2.7.1.4 is assignable.

2.7.2 Use of Guarantee

We may use the bank guarantee to recover loss if you (in our sole opinion acting in good faith) do not comply with any obligation under the Lease. We may (without notice to you and provided that we act in good faith) demand payment by the bank of an amount equal to our loss. For clarity, it is not a precondition to the exercise of our rights under this clause that a Court determines whether an actual breach has occurred.

2.7.3 Replacement

You must either replace or provide a further guarantee for any amount drawn down on the guarantee within 7 days of receiving notice from us.

2.7.4 End of Lease

We must return the guarantee (or the part of the guarantee not drawn down) one month after the expiry date.

2.7.5 Sale

If we sell the Building:

- 2.7.5.1 We have no personal liability to you for handing over the guarantee;
- 2.7.5.2 We may assign the guarantee to the purchaser;
- 2.7.5.3 You must (at our expense and at our request) either:
 - (a) enter into any document required by the purchaser to effect the assignment; or
 - (b) provide a replacement guarantee in a form acceptable to us in favour of the purchaser.

2.8 Interest

Unless prohibited by law you must pay as additional rent interest on any overdue amount to us.

2.8.1 When and How Interest is Calculated

Interest will be calculated on the first business day of each month on each daily balance due but not paid by you to us on any account from the due date of the payment until payment in full is received.

2.8.2 Rate

The rate of interest is equivalent to the Commonwealth Bank of Australia indicator lending rate plus 2%.

2.8.3 Capitalization

Unpaid interest is capitalized on the last day of each month.

3. USE OF PREMISES

3.1 Permitted Use

You must:-

Title Reference 50923090

- 3.1.1** use the Premises only for the purpose in Item 10 and for associated storage.
- 3.1.2** comply with laws and requirements of authorities in connection with the Premises your business our property and the use and occupation of the Premises.
- 3.1.3** operate and conduct the business in a proper, orderly and businesslike manner and keep the Premises properly staffed and stocked.
- 3.1.4** not hold or permit any auction, bankruptcy, fire or closing down sale to be held on the Premises.

3.2 Proper Use of Facilities

You must use the toilets, sinks, drainage and plumbing facilities in the Premises only for the purpose for which they were constructed or provided and must not deposit any rubbish in them. You must make good any damage you cause promptly at your cost and to our reasonable satisfaction. You must prepare or cook food only in an area installed for that purpose.

3.3 Noxious Use

You must not do anything that is unlawful, dangerous or offensive.

3.4 Signs

3.4.1 Display of Signs

You must not:

- 3.4.1.1** display any signs on the exterior or on the interior face of the Premises;
- 3.4.1.2** use any picture or likeness of the Building or the Premises for any advertisement other than as the address or place of business of you

without our prior written consent.

3.4.2 Consent

We will consent to signs which are of a standard and quality in keeping with the Building and which state your trading name.

3.5 Use of Outside of the Premises

3.5.1 Our Consent

You must not:

- 3.5.1.1** install anything on the outside of the Premises;
- 3.5.1.2** use or allow to be used audio or visual equipment which can be heard or seen from outside the Premises;

without our prior written consent.

3.6 Cleaning

You must:

- 3.6.1** at your expense keep the Premises clean and tidy ;
- 3.6.2** store and keep all waste and rubbish in proper receptacles and make sure the rubbish is removed regularly.

3.7 Air Conditioning

If we provide air conditioning to the Premises:

- 3.7.1** you must comply with our reasonable requirements in relation to the plant and must not do anything which might interfere with or impair its efficient operation;
- 3.7.2** you must allow us to enter the Premises at any time to install remove examine or repair the plant but we must not cause any undue interference to the conduct of your business;

Title Reference 50923090

4. RISK AND INSURANCE

4.1 Insurance

You must have current insurance for all the following:

- 4.1.1** public liability insurance policy for \$20,000,000.00;
- 4.1.2** industrial special risks policy for the usual risk and covering property owned by you for its full value;
- 4.1.3** plate glass for its replacement value.

4.2 Evidence

If we ask, you must give us evidence of the insurance.

4.3 Increase in Premium

You must not do anything that may make our insurance invalid or able to be cancelled, or that may increase our insurance premium.

4.4 Inflammable Substances

You must not store or use chemicals inflammable liquids acetylene gas alcohol or volatile or explosive substances on the Premises unless that is in the normal course of your business.

4.5 Fire Regulations

You must:

- 4.5.1** comply with insurance sprinkler and fire alarm regulations;
- 4.5.2** pay to us the cost of any alterations to the sprinklers or fire alarm installation which may become necessary by reason of the non-compliance by you with the regulations of a local authority the requirements of the Insurance Council of Australia or of our insurer.

5. RELEASE

5.1 Own Risk

You occupy and use the Premises at your own risk. You also carry out building work in the Premises at your own risk.

5.2 Release

You release us and our agents and employees from any action or demand due to any damage, loss, injury, or death, occurring in the Premises or the Building, except to the extent that we or they cause this by an act or negligence.

5.3 Indemnity

You indemnify us against any action or demand due to any damage, loss, injury, or death, caused by:

- 5.3.1** your act or negligence; or
- 5.3.2** your use or occupation of the Premises or the Building

except to the extent that we caused this by an act or negligence.

6. REPRESENTATIONS

6.1 Warranty

You warrant that you have not been induced to enter into this Lease by any representation (verbal or otherwise) made by or on behalf of us which is not set out in this Lease.

6.2 Acknowledgment

You acknowledge that you have had the opportunity prior to signing this Lease to include in this Lease details of all representations and statements that have been made by us or our agents or employees and that this Lease contains all representations and statements made by or on behalf of us which have influenced your decision to enter into this Lease.

Title Reference 50923090

6.3 Reliance

You acknowledge that we have entered into this Lease in reliance on your warranty in clause 6.1 and the acknowledgement in clause 6.2.

7. ASSIGNMENT AND SUBLETTING

7.1 Consent

You must not:

- 7.1.1** assign the Lease;
- 7.1.2** give a sublease, licence or concession; or
- 7.1.3** part with possession of the whole or part of the Premises

without our written consent.

7.2 Consent to Assignment

Our consent will be given if:

- 7.2.1** you give us written notice of that intention; and
- 7.2.2** you prove the proposed assignee is a respectable and financially sound person with retailing skills and financial capacity comparable to that of you and proposes to use the Premises for the permitted use; and
- 7.2.3** you and the assignee enter into a Deed with us (before the assignment) in the form required by us containing:
 - 7.2.3.1** a covenant that the assignee will comply with your covenants in the Lease; and
 - 7.2.3.2** a release by you and the guarantors of any claim you or they may then or subsequently have against us; and
- 7.2.4** you ensure that (before the assignment) the assignee gives to us:
 - 7.2.4.1** the indemnities and bank and personal guarantees that we require; and
 - 7.2.4.2** a copy of the executed and stamped Transfer of Lease or Deed of Assignment of Lease (as appropriate) under which the Lease is assigned; and
- 7.2.5** you pay to us a non-refundable fee to cover administrative expenses and also the costs (including solicitor and own client legal costs) and disbursements covering the matters referred to in this Clause.

7.3 Corporation

If you are a corporation (other than a corporation whose shares are listed on the official list of the Australian Stock Exchange Limited ACN 008 619 691) a change in the effective control of you is deemed to be an assignment of this Lease.

7.4 Mortgage of Lease

You must not use the Lease or your fixtures as security or permit any sublessee or licensee to do the same in respect of any sublease or licence, or any interest of the sublessee in the sublease or licence or in any part of the Premises without our consent.

8. REPAIRS AND ALTERATIONS

8.1 Good Repair

You must at your expense:

8.1.1 Maintain

Keep the Premises and our fixtures (excluding air conditioning) in good repair and working order except if the Premises are damaged by reasonable wear and tear or fire, lightning, storm, tempest, earthquake, explosion, riot, civil commotion, act of God or war.

Title Reference 50923090

8.1.2 Refurbishment

Within 2 months of receipt of a written request from us refurbish the premises to a standard in keeping with the Building. Refurbishment may include new finishes to internal walls, new floor coverings, new signs and lighting, new fixtures and fittings.

8.2 Structural Work

You are not obliged to do structural work unless the work is required because of:

- 8.2.1** your act neglect or default;
- 8.2.2** your use of the Premises;
- 8.2.3** the number and sex of your employees;
- 8.2.4** an express requirement to do structural work in this Lease.

8.3 Specific Repairs

You must promptly and at your expense:

- 8.3.1** Repair and replace all:
 - 8.3.1.1** broken glass (irrespective of the cause) including exterior show windows with glass of the same quality;
 - 8.3.1.2** damaged, broken or worn out heating lighting electrical equipment;
 - 8.3.1.3** malfunctioning plumbing installed on the Premises.

8.3.2 Undertake pest control

You must undertake pest control of the premises as reasonably required by us.

8.4 Alterations Equipment and Partitions

You must not:

- 8.4.1** make any structural alteration or addition to the premises;
- 8.4.2** install any equipment or appliance to provide water, gas, electrical wiring, lights, air-conditioning, heating, cooling or ventilating in the premises;
- 8.4.3** damage the Premises;
- 8.4.4** install any partitioning

unless you comply with our requirements and those of public authorities.

8.5 Inspection

We may enter the Premises at reasonable times after giving you reasonable notice, or in the case of emergencies without notice and view their state of repair.

8.6 Notice of Repair

We may serve you with a written notice requiring you to repair a defect within a reasonable time which you are responsible to repair under the Lease.

8.7 Repair

We and all those we authorise may enter the Premises to carry out repairs renovations maintenance or alterations to the Premises which are reasonably necessary at reasonable times after giving you reasonable notice or in the case of emergencies without notice.

We must cause as little inconvenience to you as is practicable in the circumstances.

8.8 Repair at the End of the Lease

You must:

Title Reference 50923090

- 8.8.1** give the Premises back to us in good repair and working order having regard to their condition at the commencement of this Lease clean and free from rubbish;
- 8.8.2** make good any damage then existing to the Premises to comply with this Clause to our reasonable satisfaction subject only to reasonable wear and tear;
- 8.8.3** remove any signs displayed outside or inside the Premises and make good any damage caused by the installation of signs or their removal to our reasonable satisfaction.

8.9 Your Fixtures at the End of the Lease

8.9.1 Removal of Property

You must remove your fixtures and property from the Premises when the Lease ends.

8.9.2 Make Good

You must not damage the Premises or the Building by the removal and must immediately make good at your cost any damage to our reasonable satisfaction.

8.9.3 Fixtures

Your fixtures which are not removed by the termination date are our property.

8.9.4 Removal

We may at your expense remove and dispose of your fixtures if you do not remove them.

9. DEFAULT

9.1 Essential Terms

The essential terms of the lease are Clauses 2.1,2.2, 2.3, 2.4, 2.6, 2.7, 2.8, 3.1,3.2, 4.1, 7.1, 7.3, 8.1 and 8.3.

9.2 Our Right to Terminate

We may terminate the Lease by giving you notice or by re-entry if you breach the lease and do not remedy that breach (if it is able to be remedied) within 28 days of us giving you notice to remedy the breach.

9.3 Damages

If you breach the Lease, you indemnify us against any liability or loss arising and any cost (including solicitor and own client legal costs) incurred (whether before or after termination) in connection with:

- 9.3.1** your breach of the Lease; or
- 9.3.2** the termination of the Lease;

including our loss of the benefit of you performing your obligations under the Lease from the date of termination until the expiry date.

We must mitigate our loss.

9.4 Set Off

If you make any default in the payment of rent or any other money payable under this Lease to us, we may set off that amount against any money which may be payable by us to you on any account in connection with this Lease. Any set off by us does not relieve you from your default.

9.5 Our Rights Against Your Property

9.5.1 Removal of Property

If the lease ends you must immediately remove all your fixtures and property from the Premises.

9.5.2 Our Right to Remove Property

If you fail to remove your fixtures and property immediately we may remove it at any time and store or sell it at your cost.

9.5.3 Deduction from Sale Proceeds

We may deduct from the proceeds of the sale:

Title Reference 50923090

9.5.3.1 the proportion of rent and other money which would otherwise have been payable from the day on which we became entitled to re-enter the Premises until the day on which all of your fixtures and property were removed; and

9.5.3.2 all costs incurred by us in connection with any storage or sale of your fixtures and property.

10. RESUMPTION DESTRUCTION OR DAMAGE TO THE BUILDING OR PREMISES

10.1 Resumption

We or you may terminate the Lease by written notice to the other if the Building or any part of it is taken for public purposes by a competent authority so as to render same substantially unfit for occupation by you or substantially inaccessible.

10.2 Destruction or Damage

If the whole or any part of the Building is destroyed or damaged and as a result the Premises are unusable or inaccessible then you may request us to rebuild the Premises by notice to us.

10.3 No Rebuilding

10.3.1 If we decide not to rebuild the Premises we must notify you of that decision within 7 days of making it. Us or you may terminate the Lease by 7 days notice to the other if we:

10.3.1.1 do not rebuild the Premises within a reasonable time after receiving your request to rebuild; or

10.3.1.2 notify you of our decision not to rebuild the Premises.

10.3.2 No Obligation to Rebuild

We have no obligation to rebuild the Building or the Premises or to make them fit for occupation. Expenditure by us on rebuilding or refitting is not an operating expense.

10.4 Your Damage

You cannot terminate the Lease under this Clause and must pay rent and other money under the Lease if you caused or contributed to (other than in a nominal way) the destruction or damage or if our insurer refuses to indemnify us for the destruction or damage as a result of the actions or default by you.

10.5 Effect of Termination

This termination does not affect either party's rights concerning any previous breach or matter.

10.6 Adjustment for Unusable Premises

When the Premises or the Building is destroyed or damaged and becomes unusable or inaccessible all rent and other money payable under the Lease or a part of the rent and money proportional to the nature and extent of the damage abates. The abatement ceases when the Premises are rebuilt, and the Premises are made accessible and fit for occupation, unless the Lease is terminated under this Clause.

10.7 Use of Part of the Premises

You must continue to trade in part of the Premises and pay rent and other money under the Lease if that part is useable and safe, and it is practicable to do so.

10.8 Your liability

You remain liable to pay rent and other money under the Lease up to the date of destruction or damage and for any previous breach of the Lease.

11. MANAGEMENT AND OPERATION OF THE BUILDING

11.1 Management

We must manage and operate the Building in a professional and competent manner.

Title Reference 50923090

11.2 Quiet Enjoyment

You may occupy the Premises for the term without us interrupting you except if the lease authorises us to do so.

11.3 Common Areas

We must do all we can to keep the Common Areas tidy.

11.4 Maintenance

We reserve the right:

11.4.1 to install, maintain, use, repair, alter and replace pipes, ducts, conduits and wires leading through the Premises and to pass and run water, air, electricity, drainage, gas and other services through the pipes, ducts, conduits and wires; and

11.4.2 to enter onto the Premises to exercise these rights.

We must cause as little inconvenience to you as is practicable in the circumstances when exercising these rights.

11.5 Building work

11.5.1 Works

We may do

11.5.1.1 repairs and maintenance to the Building;

11.5.1.2 building work to extend the Building;

11.5.1.3 where the lease allows or the law requires, building work on the Premises.

11.5.2 Release by You

If any of the building works were disclosed to you before the commencement date of the lease you may not make any claim against us in relation to (and you release us from any liability resulting from) the building works.

12. CONSENT OR APPROVAL

Any consent or approval by us must be in writing and we must not unreasonably withhold consent or approval required for you to do or execute an act or thing under the Lease or the Rules.

13. NOTICE BEFORE WE ARE LIABLE

We are not in default of a remediable breach under this Lease unless:

13.1 you have given notice to us of the breach; and

13.2 we have failed within a reasonable time after receipt of the notice to remedy the breach;

despite anything in the Lease to the contrary.

14. TRUST

14.1 Trustee

We enter the lease as trustee of a trust. We will be liable under the lease only up to the extent to which we are indemnified out of the assets of the trust.

14.2 Liability

We are only personally liable if we are fraudulent, negligent or in breach of trust. If we are not personally liable, you must not sue us personally or seek to wind us up to recover any outstanding money.

15. OPTION OF RENEWAL

15.1 Option

If Item 11 of the Information Schedule contains a further term and you:

Title Reference 50923090

- 15.1.1 wish to lease the Premises for a further term;
- 15.1.2 give notice to that effect to us not more than 6 months and not less than 3 months before the Term expires; and
- 15.1.3 have not breached an essential term of this Lease;
- we will grant a lease of the Premises ("further lease") to you upon the same terms and conditions as this Lease.

15.2 Further Lease

In the further lease, the Information Schedule will be varied as follows:-

- | | |
|--------------------------------|--------------------------------------------------------------------------------|
| Item 6 Expiry date: | The date stated as such in Item 11 of this lease |
| Item 7 Base Rent: | An amount to be determined by following the procedure set out in clause 2.2.4. |
| Item 8 Review Date and Method: | The dates and methods stated in Item 11 of this lease. |
| Item 11 Option to Renew: | Not applicable |

15.3 Omission of this Clause 15

This clause 15 will be omitted from the further lease.

15.4 Parties to Sign Further Lease

An instrument of amendment under section 67 of the *Land Title Act 1994* or a further lease must be signed within a reasonable time after service on us of a notice under clause 15.1.2.

16. Protection of Option

- 16.1 Prior to transferring its interest in the Land or any part of it during the Term or any further term containing a right of renewal we must obtain a signed deed from the transferee containing covenants in favour of you that the transferee:
- 16.1.1 will be bound by any rights of renewal contained in this Lease;
- 16.1.2 will be bound by the terms of this Lease as landlord; and
- 16.1.3 will not transfer its interest in the Land unless it obtains a similar deed from its transferee.

17. LICENCE AREA

We grant to you a non-exclusive licence to use the Licence Area for car parking of staff and customers during the currency of this lease. The provisions of this lease shall apply mutatis mutandis to the Licence Area.

18. INTERPRETATION

18.1 In this lease:-

- singular includes the plural and vice versa;
- a gender includes other genders;
- person includes companies;
- a person includes the person's executors administrators successors assigns substitutes and persons who take by novation;
- where a party is more than one person each person is bound as an individual and they are all bound together;
- headings have been inserted for guidance only and do not affect the interpretation of this Lease;
- statute includes its amendments and replacements and regulations under it;
- defined words have the meaning given them in this Lease whether written in the upper case, lower case, or both upper and lower case.
- the expressions in the Information Schedule have the meaning set opposite to them

Title Reference 50923090

18.2 Time

Anything to be done on Saturday or a Sunday or a public holiday in Queensland may be done on the next day which is not a Saturday, Sunday or public holiday.

18.3 Law

This Lease is governed by the laws of Queensland.

19. DICTIONARY

Accounting Year means each year during the term of the Lease which ends on 30 June or such other date as we choose.

Building means the:

- commercial Building operated by us;
- structures and equipment; and
- amenities,

owned by us on the land in Item 2 of the Form 7.

CPI means the Consumer Price Index for Brisbane (All Groups) published by the Australian Bureau of Statistics. If the CPI no longer exists it means an index that the President of the Law Society of Queensland Inc. decides reflects changes in the cost of living in Australia.

GST means a goods and services or any similar tax imposed at the point of sale or time of acquisition.

Items means the items in the Information Schedule.

Licence Area means the area as hatched on the plan attached hereto marked Annexure "B".

Premises means the premises described in Item 4 and our property installed in the Premises.

Manager means the person appointed by us as manager of the Building including a person he or she authorises.

Rules means the rules of the Building as made by us with variations.

Review Date means the date or dates specified in Item 8.

Us or **We** means the Lessor unless the context otherwise requires.

You means the Lessee.

SCHEDULE

Title Reference 50923090

**Annexure A
Plan**

SCHEDULE

Title Reference 50923090

**Annexure B
Licence Area**

Commercial Tenancy Agreement

Fourth Edition

This Tenancy Agreement is made between the Lessor and the Tenant. The Lessor leases to, and the Tenant accepts a lease of, the Premises for the rent payable by the Tenant, subject to the terms of this Agreement.

THIS AGREEMENT COMPRISES THE REFERENCE SCHEDULE AND COMMERCIAL TENANCY AGREEMENT CONDITIONS.

DO NOT USE THIS DOCUMENT:

- FOR RESIDENTIAL TENANCIES.
- FOR PREMISES COVERED BY THE *RETAIL SHOP LEASES ACT 1994 (Qld)*.
- WHERE THE TERM OF THE LEASE (INCLUDING OPTIONS) EXCEEDS THREE (3) YEARS.
- WHERE REGISTRATION UNDER THE *LAND TITLE ACT 1994 (Qld)* IS REQUESTED BY THE TENANT.
- WHERE A HIGH VALUE LEASE IS TO BE ENTERED INTO AS YOU MAY NOT OBTAIN THE PROTECTION OF A LEASE PREPARED BY A SOLICITOR.

INSTRUCTIONS TO COMPLETE:

1. The parties should be advised to seek legal advice about the Tenancy Agreement. Reference should be made to Sections 24(3A) to (7) of the *Legal Profession Act 2007 (Qld)* when preparing and completing this Agreement.
2. This Agreement provides for rent to be reviewed by either an index review or by fixed increases. It is not suitable for use where rent is to be reviewed to market except if the Agreement provides for an option (refer clause 15.1).
3. Only certain outgoings are recoverable in all circumstances (see the definitions of 'outgoings' in clause 1.2). Additional outgoings may be recovered by ticking the boxes at item 10(b).
4. Ensure that all items are completed in the Reference Schedule.

Item 1: Full name/s of the owner/s of the property and their address. If the Lessor is a company, include ABN. DO NOT use a business name.

Item 2: Full name/s of the Tenant, if the Tenant is a company, include its ABN. DO NOT use a business name.

Item 4: The Premises must be clearly identified e.g. "Suite 3, 45 John Street, Spring Hill" etc. If not able to be identified by name, a sketch plan must be attached to the Agreement and the address must be included at Item 4.

Item 6: Insert the period of the further Tenancy, e.g. "6 months" or "1 year" or "not applicable". The total term of the lease including any options is not to exceed three years. Plus insert the notice period to exercise the option.

Item 8: Insert the date/s on which the rent is to be reviewed and the method of the rent review or "not applicable".

Item 9: The Permitted Use should be stated clearly.

Item 10(a): Insert the percentage of outgoings the Tenant is to pay, e.g. "25%" or "100%" or "Not applicable".

Item 10(b): Tick any additional outgoings the Tenant is to pay.

INITIALS



INITIALS

REFERENCE SCHEDULE

1. LESSOR:

NAME: Helen Francis & George Geoffrey Crowther as Trustee for The Crowther Family Superannuation Fund ABN: _____
 ACN: _____

ADDRESS: 91 Barolin Esplanade, _____

SUBURB: Coral Cove STATE: QLD POSTCODE: 4670

PHONE: _____ MOBILE: 0409 515 727 FAX: _____ EMAIL: federal@aapt.net.au

2. TENANT:

NAME: David Gallagher ABN: _____
 ACN: _____

ADDRESS: 3/79 Enterprise Street, _____

SUBURB: Bundaberg STATE: QLD POSTCODE: 4670

PHONE: _____ MOBILE: 0487 518 772 FAX: _____ EMAIL: _____

3. GUARANTOR:

NAME: Not Applicable. ABN: _____
 ACN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ FAX: _____ EMAIL: _____

4. PREMISES:

← Annex a plan if available

Level or Tenancy No. _____

ADDRESS: 5 Campbell Street, _____

SUBURB: Bundaberg East STATE: QLD POSTCODE: 4670

Description: Lot: 12 RP/SP: SP262926

5. TERM:

The Term of the Agreement is: One (1) Months Years

Commencing on: 01/03/2022 and ending on: 01/03/2023
 DATE (dd/mm/yyyy): DATE (dd/mm/yyyy):

6. OPTION OF RENEWAL (IF ANY):

Note. The term of the lease (including options) should not exceed three (3) years

Period of further term: Twelve (12 months)

Final date for exercise of option: 28/02/2023
 DATE (dd/mm/yyyy):

7. RENT:

\$ 2,000.00 including GST per: month year ← Select applicable box

8. RENT REVIEW:

Refer to clause 3.3

Note: Failure to review on these dates does not waive the Lessor's right to review.

Review Date 28/02/2023	Type of Review <input checked="" type="checkbox"/> Index review <input type="checkbox"/> Fixed increase - amount of increase: _____ %
	<input type="checkbox"/> Index review <input type="checkbox"/> Fixed increase - amount of increase: 5 _____ %

9. PERMITTED USE:

The use of the building is permitted for the purpose of timber manufacturing and storage.

10. OUTGOINGS:

Refer to clause 1.2(9)

10(a) Percentage of Outgoings:

100%

10(b) Additional Outgoings including the costs of (tick if applicable):

- Managing and operating the Building
- Repair and maintenance of the Building
- Gardening and Landscaping
- Provision and servicing of Air-conditioning to the Building
- Cleaning the Building
- Pest Control
- Security services
- Provision and servicing of Fire Detection and extinguishing equipment
- Provision and servicing of lifts and escalators
- Common Area Electricity
- Trade waste
- Other (insert details):

11. DEPOSIT:

\$ 2,000.00 including GST.

12. LESSOR'S AGENT:

NAME: It's On The Prize Pty Ltd ATF The Illingworth Family Trust T/A RealWay Property Consultants Bundaberg

ADDRESS: 102 Maryborough Street

SUBURB: Bundaberg STATE: QLD POSTCODE: 4670

PHONE: (07) 4151 4288 MOBILE: FAX: EMAIL: bundaberg@realway.com.au

ABN: 53585721075 ACN: LICENCE NUMBER: 4012080


INITIALS

INITIAL

SPECIAL CONDITIONS

The parties should seek legal advice about any special conditions required. Please note sections 24(3A) to (7) of the *Legal Profession Act 2007 (Qld)* when preparing and completing this Agreement.

1. When the Tenant moves in, a photo of the power metre must be taken and provided to our Agency.
2. When Ergon attend to read the power, the Tenant must take a photo of the power meter and provide this to our Agency.
3. The power is individually metered but the bill is combined with the Panel & Paint Shed (3 Campbell Street, Bundaberg East) & is calculated at 40 cents a unit.
4. If for some reason the Tenant goes out of business or ends the tenancy early, they will have to give the Lessor 6 weeks notice and will only have to pay to the end of the month, once the premises have been cleaned out.

29c a unit


INITIALS



INITIALS
000021722-50

AGREEMENT MADE

DATE: _____ EXECUTED as an Agreement.
(dd/mm/yyyy): _____

EXECUTION BY LESSOR

LESSOR 1

Executed by: Helen Francis Crowther as Trustee for The Crowther Family Superannuation Fund
in accordance with Section 127 of the Corporations Act 2001 (Cth).

Director/Secretary _____

Director _____

Name of Director/Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

OR (only complete this part if signing as attorney for the Lessor)

the duly constituted attorney of the LESSOR (who states s/he has received no notice of revocation) under power of attorney dated _____ registered no _____ in the presence of:

SIGNED by _____

Signature of Witness _____

Name of Witness (BLOCK LETTERS)

OR

SIGNED by _____

DocuSigned by:
Helen Francis CROWTHER
GJAAW1732B8149B...

AS LESSOR in the presence of:



Signature of Witness _____

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: 102 Maryborough Street,

SUBURB: Bundaberg

STATE: QLD

POSTCODE: 4670

LESSOR 2

Executed by: George Geoffrey Crowther as Trustee for The Crowther Family Superannuation Fund
in accordance with Section 127 of the Corporations Act 2001 (Cth).

Director/Secretary _____

Director _____

Name of Director/Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

OR (only complete this part if signing as attorney for the Lessor)

the duly constituted attorney of the LESSOR (who states s/he has received no notice of revocation) under power of attorney dated _____ registered no _____ in the presence of:

SIGNED by _____

Signature of Witness _____

Name of Witness (BLOCK LETTERS)

OR

SIGNED by _____

DocuSigned by:
George Crowther as TFE
GJAAW1732B8149B...

AS LESSOR in the presence of:



Signature of Witness _____

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: 102 Maryborough Street,

SUBURB: Bundaberg

STATE: QLD

POSTCODE: 4670

INITIALS

INITIAL

0000217227-0

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Page 3 of 4

EXECUTION BY TENANT

TENANT 1

Executed by: David Galagher
in accordance with Section 127 of the *Corporations Act 2001* (Cth).

Director/Secretary _____ Director _____

Name of Director/Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

OR (only complete this part if signing as attorney for the Tenant)

the duly constituted **attorney** of the TENANT (who states s/he has received no notice of revocation) under power of attorney dated _____ registered no _____ in the presence of:

SIGNED by _____

Signature of Witness

Name of Witness (BLOCK LETTERS)

OR

SIGNED by _____

AS TENANT in the presence of:

Signature of Witness

ASHLEY O'SULLIVAN
Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: 102 Grayborough Street,

SUBURB: Burclough STATE: Q POSTCODE: 4010

TENANT 2

Executed by: _____
in accordance with Section 127 of the *Corporations Act 2001* (Cth).

Director/Secretary _____ Director _____

Name of Director/Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

OR (only complete this part if signing as attorney for the Tenant)

the duly constituted **attorney** of the TENANT (who states s/he has received no notice of revocation) under power of attorney dated _____ registered no _____ in the presence of:

SIGNED by _____

Signature of Witness

Name of Witness (BLOCK LETTERS)

OR

SIGNED by _____

AS TENANT in the presence of:

Signature of Witness

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

EXECUTION BY THE GUARANTOR

SIGNED by

AS GUARANTOR in the presence of:

Name of Guarantor (BLOCK LETTERS)

Signature of Witness

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: _____

SUBURB: _____

STATE: _____

POSTCODE: _____

SIGNED by

AS GUARANTOR in the presence of:

Name of Guarantor (BLOCK LETTERS)

Signature of Witness

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: _____

SUBURB: _____

STATE: _____

POSTCODE: _____

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COMMERCIAL TENANCY AGREEMENT CONDITIONS

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Terms in Reference Schedule

Where a term used in this Agreement appears in bold type in the in the Reference Schedule, that term has the meaning shown opposite it in the Reference Schedule.

1.2 Definitions

Unless the context otherwise requires:

- (1) **"Agreement"** means this document, including any Schedule or Annexure to it;
- (2) **"Building"** means the building of which the Premises forms part;
- (3) **"Business Day"** means a day that is not a Saturday, Sunday or any other day which is a Public Holiday or a Bank Holiday in the place where an act is to be performed or a payment is to be made;
- (4) **"Claim"** includes any claim or legal action and all costs and expenses incurred in connection with it;
- (5) **"Default Interest Rate"** means the Standard Default Contract Rate applying at the due date published by the Queensland Law Society Inc.;
- (6) **"GST"** means a goods and services tax or similar value added tax;
- (7) **"Land"** means the Land on which the Premises are situated;
- (8) **"Lessor's Property"** means any property owned by the Lessor in the Premises or on the Land and includes the property identified in any inventory annexed to this Agreement;
- (9) **"Outgoings"** means the following charges levied or expenses payable in respect of the Premises, the Land or the Building (as the case requires):
 - (a) Rates and charges that a local government imposes and levies collected by a local government on behalf of the State of Queensland;
 - (b) Insurance premiums (including building, fire, loss of rent, plate glass and public liability) payable by the Lessor;
 - (c) Land tax;
 - (d) Body Corporate fees and levies (including but not limited to Administrative Fund levies and Sinking Fund levies); and
 - (e) the additional outgoings referred to in Item 10(e) of the Reference Schedule;
- (10) **"Premises"** means the premises described in Item 4 of the Reference Schedule and includes the Lessor's Property in the Premises;
- (11) **"REIQ"** means The Real Estate Institute of Queensland Ltd;
- (12) **"Tenancy"** means the tenancy between the Lessor and the Tenant created by this Agreement;
- (13) **"Tenant's Employees"** means each of the Tenant's employees, contractors, agents, customers, subtenants, licensees or others (with or without invitation) who may be on the Premises, the Building or the Land;
- (14) **"Tenant's Property"** includes all fixtures and other articles in the Premises which are not the Lessor's;
- (15) **"Tenant's Services"** means all utilities and services in or provided to the Premises and without limiting the generality of the foregoing shall include provision of electricity, gas, water, waste disposal, sewerage, telephone and data services; and
- (16) **"Term"** means either a periodic monthly tenancy or the period of months or years described in Item 5 of the Reference Schedule, as applicable, commencing on the date in Item 5 in the Reference Schedule.

1.3 Interpretation

- (1) Reference to:
 - (a) one gender includes each other gender;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns; and
 - (e) a statute, regulation or provision of a statute or regulation (**"Statutory Provision"**) includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (2) All monetary amounts are in Australian dollars, unless otherwise stated.
- (3) If a party consists of more than one person, this Agreement binds them jointly and each of them severally.
- (4) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.
- (5) A party which is a trustee is bound both personally and in its capacity as a trustee.
- (6) "Including" and similar expressions are not words of limitation.
- (7) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (8) If an act must be done on a specified day which is not a Business Day, the act must be done instead on the next Business Day.
- (9) Where this Tenancy permits or requires the Lessor to do something, it may be done by a person authorised by the Lessor.
- (10) Sections 105 and 107 of the **Property Law Act 1974 (Qld)** do not apply to this Tenancy.

2. TERM AND HOLDING OVER

2.1 Term

The Lessor lets the Premises to the Tenant and the Tenant accepts the Premises as tenant for the Term.

2.2 The Tenant may exercise an option to renew this Agreement for the further term if clause 15 applies.

2.3 Monthly Tenancy

If the Tenant continues to occupy the Premises after the Term with the Lessor's consent then:

- (1) the Tenant does so as a monthly Tenant on the same basis as at the last day of the Term; and
- (2) either party may terminate the monthly tenancy by giving to the other one (1) month's notice expiring on any day.

3. RENT AND RENT REVIEWS

3.1 Rent

The Tenant must:

- (1) pay the Rent by equal monthly instalments in advance on the first day of each month;
- (2) pay the first instalment on the signing of this Agreement;
- (3) if necessary, pay the first and last instalments apportioned on a daily basis; and
- (4) pay all instalments as the Lessor directs.

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3.2 Definitions

In clause 3.3:

- (1) "Index Number" means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If that index no longer exists, "Index Number" means an index that the Chief Executive Officer of the REIQ decides best reflects changes in the cost of living in Brisbane; and
- (2) "Review Date" means a date which is stated in Item 8 of the Reference Schedule as a date from which the rent is to be reviewed.

3.3 Rent Review

(1) Application

This clause 3.3 applies if there is a Review Date.

(2) Review

The Rent must be reviewed as from each Review Date to an amount represented by:

If an Index Review, then A where:

$$A = \frac{B \times D}{C}$$

Where B = the Index Number for the quarter ending immediately before the relevant Review Date.

Where C = the Index Number for the quarter one (1) year before the quarter in B; and

Where D = the Rent payable immediately before the Review Date.

Or if a Fixed Increase, then A where:

$$A = B + B \times C$$

Where B = the Rent payable immediately before the Review Date.

Where C = the percentage stated in Item 8 of the Reference Schedule.

- (3) Time is not of the essence in respect of the review of Rent.

4. OUTGOINGS

- (1) The Tenant must pay the Lessor the whole, or where a percentage is stated in Item 10(a) of the Reference Schedule that percentage of the Outgoings for the Premises, or the property of which the Premises is part as applicable.
- (2) Outgoings are payable to the Lessor within fourteen (14) days of production to the Tenant of a copy of the Lessor's assessment notice or account.

5. USE OF THE PREMISES

5.1 Permitted Use

The Tenant must only use the Premises for the Permitted Use.

5.2 Restrictions on use

The Tenant must not:

- (1) disturb the occupants of adjacent premises;
- (2) display any signs without the Lessor's written consent which must not be unreasonably withheld;
- (3) overload any Tenant's Services;
- (4) damage the Lessor's Property;
- (5) alter the Premises, install any partitions or equipment or do any building work without the Lessor's prior written consent;
- (6) do anything that may invalidate the Lessor's insurance or increase the Lessor's premiums; or
- (7) do anything unlawful or illegal on the Premises.

5.3 Tenant's Services

The Tenant shall be responsible for payment for all Tenant's Services provided directly to the Premises.

6. MAINTENANCE AND REPAIR

6.1 Repair

The Tenant must:

- (1) keep the Premises in good repair and condition except for fair wear and tear, inevitable accident and inherent structural defects; and
- (2) fix any damage caused by the Tenant or the Tenant's Employees.

6.2 Cleaning and Maintenance

The Tenant must

- (1) keep the Premises clean and tidy; and
- (2) keep the Tenant's Property clean and maintained in good order and condition.

6.3 Lessor's Right to inspect and Repair

- (1) The Lessor may enter the Premises for inspection or to carry out maintenance, repairs or building work at any reasonable time after giving notice to the Tenant. In an emergency, the Lessor may enter at any time without giving the Tenant notice.
- (2) The Lessor may carry out any of the Tenant's obligations on the Tenant's behalf if the Tenant does not carry them out on time. If the Lessor does so, the Tenant must promptly pay the Lessor's costs.

7. ASSIGNMENT AND SUBLETTING

7.1 The Tenant must obtain the Lessor's consent before the Tenant assigns, sublets or deals with its interest in the Premises.

7.2 The Lessor must give its consent if:

- (1) the Tenant satisfies the Lessor that the new tenant is financially secure and has the ability to carry out the Tenant's obligations under this Tenancy;
- (2) the new tenant signs any agreement and gives any security which the Lessor reasonably requires;
- (3) the Tenant complies with any other reasonable requirements of the Lessor;
- (4) the Tenant is not in breach of the Tenancy; and
- (5) the Tenant pays the Lessor's reasonable costs of giving its consent.

8. TENANT'S RELEASE AND INDEMNITY

8.1 The Tenant occupies and uses the Premises at its own risk. The Tenant also carries out building work in the Premises at its risk.

8.2 The Tenant releases the Lessor from and indemnifies it against all Claims for damages, loss, injury or death:

- (1) if it:
 - (a) occurs in the Premises;
 - (b) arises from the use of the Services in the Premises; or
 - (c) arises from the overflow or leakage of water from the Premises,
 except to the extent that it is caused by the Lessor's deliberate act or negligence; and
- (2) if it arises from the negligence or default of the Tenant or the Tenant's employees, except to the extent that it is caused by the Lessor's deliberate act or negligence.

8.3 The Lessor must do everything reasonable to ensure the Tenant's Services operate efficiently during normal working hours.

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- 8.4 Except to the extent that any interruption to the operation of the Tenant's Services is caused by the Lessor's deliberate act or negligence then in the event that the Tenant's Services do not operate efficiently the Tenant shall:-
- (a) have no right to claim compensation against the Lessor; and
 - (b) have no right to terminate this Agreement.
- 8.5 The Tenant releases the Lessor from and indemnifies the Lessor against any Claim or costs arising from anything the Lessor is permitted to do under this Tenancy.

9. DEFAULT AND TERMINATION

9.1 Default

The Tenant defaults under this Agreement if:

- (1) the Rent or any money payable by the Tenant is unpaid for fourteen (14) days;
- (2) the Tenant breaches any other term of this Agreement;
- (3) the Tenant assigns its property for the benefit of creditors;
- (4) the Tenant becomes a bankrupt person within the meaning of the *Bankruptcy Act 1966 (Cth)*; or
- (5) the Tenant becomes an externally-administered body corporate within the meaning of the *Corporations Act 2001 (Cth)*.

9.2 Forfeiture of Tenancy

If the Tenant defaults and does not remedy the default when the Lessor requires it to do so, the Lessor may, subject to its obligations under s 124 of the *Property Law Act 1974 (Qld)*, do any one or more of the following after giving any notice required by law:

- (1) re-enter and take possession of the Premises;
- (2) by notice to the Tenant, terminate this Agreement;
- (3) by notice to the Tenant, convert the unexpired portion of the Term into a tenancy from month to month;
- (4) exercise any of its other legal rights;
- (5) recover from the Tenant any loss suffered by the Lessor due to the Tenant's default.

10. TERMINATION OF TERM

10.1 Tenant's Obligations

At the end of the Term the Tenant must:

- (1) vacate the Premises and give them back to the Lessor in the condition required by clause 6.1(1);
- (2) remove all the Tenant's Property from the Premises;
- (3) repair any damage caused by removal of the Tenant's Property and leave the Premises clean; and
- (4) return all keys, security passes and cards held by it or the Tenant's Employees.

10.2 Failure to Remove Tenant's Property

If the Tenant does not remove the Tenant's Property at the end of the Term, the Lessor may:

- (1) remove and store the Tenant's Property at the Tenant's risk and expense; or
- (2) treat the Tenant's Property as abandoned, in which case title in the Tenant's Property passes to the Lessor who may deal with it as it thinks fit without being liable to account to the Tenant.

11. DAMAGE AND DESTRUCTION

11.1 Rent Reduction

If the Premises are damaged or destroyed and as a result the Tenant cannot use or gain access to the Premises then from the date that the Tenant notifies the Lessor of the damage or destruction the Lessor:

- (1) must reduce the Rent and any other money owing to the Lessor by a reasonable amount depending on the type, extent and effect of damage or destruction; and
- (2) cannot enforce clause 6.1 against the Tenant; until the Premises are fit for use or accessible.

11.2 Tenant May Terminate

The Tenant may terminate this lease by notice to the Lessor unless the Lessor:

- (1) within three (3) months of receiving the Tenant's notice of termination, notifies the Tenant that the Lessor will reinstate the Premises; and
- (2) carries out the reinstatement works within a reasonable time.

11.3 Exceptions

Clauses 11.1 and 11.2 do not apply where:

- (1) the damage or destruction was caused by or contributed to, or arises from: any wilful act of the Tenant or the Tenant's Employees; or
- (2) an insurer under any policy effected by the Lessor refuses indemnity or reduces the sum payable under the policy because of any act or default of the Tenant or the Tenant's Employees.

11.4 Lessor May Terminate

If the Lessor considers the damage to the Premises renders it impractical or undesirable to reinstate the Premises or the Building, it may terminate this lease by giving the Tenant at least one (1) month's notice ending on any day of the month. At the end of that month's notice, this lease ends.

11.5 Dispute Resolution

- (1) Any dispute under this clause 11 must be determined by an independent qualified Valuer appointed by the Chief Executive Officer of the REIQ at the request of either party.
- (2) In making the determination, the Valuer acts as an expert and the determination is final and binding on both parties.
- (3) The cost of the determination must be paid by the parties equally unless otherwise decided by the Valuer.

11.6 Lessor Not Obligated to Reinstale

- (1) Nothing in this lease obliges the Lessor to reinstate the Building or the Premises or the means of access to them.
- (2) When reinstating the Building or the Premises, the Lessor is entitled to change their design, fabric, character or dimensions to comply with any law or lawful requirement.

11.7 Antecedent Rights

Termination under this clause 11 does not effect either parties' accrued rights before termination.

12. INTEREST FOR LATE PAYMENT

Without affecting the Lessor's other rights, if the Tenant does not pay any money owing to the Lessor under this Agreement within fourteen (14) days after the due date, the Tenant must pay interest on that money calculated at the Default Interest Rate from the due date for payment until payment is made.

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13. DUTY

The Tenant must pay stamp duty on this lease, if applicable, and other government imposts payable in connection with this Agreement and all other documents and matters referred to in this Agreement when due or earlier if requested in writing by the Lessor.

14. GOODS AND SERVICES TAX

If a GST is imposed on any supply made to the Tenant under or in accordance with this Tenancy, the amount the Tenant must pay for that supply is increased by the amount of that GST.

15. OPTION FOR FURTHER TENANCY

15.1 This clause 15 applies if item 6 of the Reference Schedule is completed with a period of a further term.

15.2 If the Tenant:

- (1) wishes to lease the Premises for the further term; and
- (2) gives notice to that effect to the Lessor strictly in accordance with the timeframes in item 6 of the Reference Schedule; and
- (3) has not breached this Agreement or if breached such breach has been waived by the Lessor or remedied,

the Lessor must, subject to clause 15.6, grant to and the Tenant must take a further tenancy (New Tenancy) of the Premises on the terms and conditions set out in clause 15.3.

15.3 The New Tenancy will be on the same terms and conditions as this Agreement except that:

- (1) the Rent for the New Tenancy will be the amount agreed between the Lessor and the Tenant or, failing agreement by the date the Term expires, the market rent for the Premises determined by an independently qualified valuer (acting as an expert) in accordance with clause 15.4;
- (2) the Commencement Date will be the day after the Term expires; and
- (3) the New Tenancy will omit this clause 15 unless there is more than one option of renewal set out in item 6 of the Reference Schedule.

15.4 If the Rent is to be determined according to the market under clause 15.3(1), the Valuer is to be nominated by the Chief Executive Officer of the REIQ at the request of either party. The following additional terms apply:

- (1) the Valuer's decision is final and binding on the parties;
- (2) the Valuer's costs must be paid by the Lessor and the Tenant equally. Either party may pay the Valuer's costs and recover one half of the amount paid from the other party on demand; and
- (3) if the Rent for the New Tenancy is not determined by the date the Term expires, then:
 - (a) until the Valuer determines the Rent for the New Tenancy, the Tenant must continue to pay the existing Rent; and
 - (b) when the Valuer's decision is made under this clause 15(4), the parties will make an adjustment for any over or under payment of the Rent.

15.5 Before transferring any interest in the Land, the Lessor must obtain a signed deed from the transferee containing covenants in favour of the Tenant that the transferee will be bound by the terms of this Agreement and will not transfer its interest in the Land unless it obtains a similar deed from its transferee.

15.6 If there is a Guarantor under this Agreement, the Lessor is not required to grant the New Tenancy unless the Tenant obtains a further guarantee on the same terms of the due and punctual performance of the Tenant's obligations under this Agreement by the Guarantor or any other replacement guarantor acceptable to the Lessor.

16. DEPOSIT AND COMMISSION

16.1 The Tenant must pay the Deposit to the Lessor's Agent on signing this Agreement.

16.2 The Deposit must be applied against the Rent payable by the Tenant on the commencement of the Term.

16.3 The Lessor agrees to pay the Agent's commission to the Lessor's Agent and authorises the Agent to draw the commission on the commencement of the Term from money received from the Tenant in payment of Rent.

17. NOTICES

17.1 Any notice given or required by this Agreement to be given to a party ("the addressee") must be in writing and, without prejudice to any other lawful method of service, shall be deemed to have been sufficiently given if it is sent to a facsimile number or email address which has been stated for the addressee in this Agreement or otherwise provided by the addressee to the sender.

17.2 Any such notice sent to a facsimile number shall be deemed to have been received by the addressee when the sender obtains a clear transmission report.

17.3 Any such notice sent to an email address shall be deemed to have been received by the addressee when it is capable of being retrieved by the addressee at the email address in accordance with section 24 of the *Electronic Transactions (Queensland) Act 2001*.

17.4 Any such notice may also be given in the manner provided in section 109X of the *Corporations Act 2001 (Cth)* as if it were being served for the purposes stated in that section or in accordance with the provisions of section 347 of the *Property Law Act 1974 (Qld)*.

18. GUARANTEE AND INDEMNITY

18.1 Where item 3 of the Reference Schedule is completed with the name or names of any person or persons then the succeeding provisions of this clause 18 shall apply.

18.2 The Guarantor (and jointly and severally where there is more than one Guarantor) guarantees to the Lessor the timely payment by the Tenant of the Rent and other moneys agreed to be paid by the Tenant under this Agreement and the timely compliance with all the terms by which the Tenant is bound under this Agreement.

18.3 The Guarantor will at all times pay to the Lessor on demand and indemnify and keep the Lessor indemnified from and against all losses which the Lessor may suffer or incur consequent upon or arising out of any failure by the Tenant to comply with the terms in a timely manner.

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Commercial Tenancy Agreement

Fourth Edition

This Tenancy Agreement is made between the Lessor and the Tenant. The Lessor leases to, and the Tenant accepts a lease of, the Premises for the rent payable by the Tenant, subject to the terms of this Agreement.

THIS AGREEMENT COMPRISES THE REFERENCE SCHEDULE AND COMMERCIAL TENANCY AGREEMENT CONDITIONS.

DO NOT USE THIS DOCUMENT:

- FOR RESIDENTIAL TENANCIES.
- FOR PREMISES COVERED BY THE *RETAIL SHOP LEASES ACT 1994* (Qld).
- WHERE THE TERM OF THE LEASE (INCLUDING OPTIONS) EXCEEDS THREE (3) YEARS.
- WHERE REGISTRATION UNDER THE *LAND TITLE ACT 1994* (Qld) IS REQUESTED BY THE TENANT.
- WHERE A HIGH VALUE LEASE IS TO BE ENTERED INTO AS YOU MAY NOT OBTAIN THE PROTECTION OF A LEASE PREPARED BY A SOLICITOR.

INSTRUCTIONS TO COMPLETE

1. The parties should be advised to seek legal advice about the Tenancy Agreement. Reference should be made to Sections 24(3A) to (7) of the *Legal Profession Act 2007* (Qld) when preparing and completing this Agreement.
2. This Agreement provides for rent to be reviewed by either an index review or by fixed increases. It is not suitable for use where rent is to be reviewed to market except if the Agreement provides for an option (refer clause 15.1).
3. Only certain outgoings are recoverable in all circumstances (see the definitions of 'outgoings' in clause 1.2). Additional outgoings may be recovered by ticking the boxes at item 10(b).
4. Ensure that all items are completed in the Reference Schedule.

Item 1: Full name/s of the owner/s of the property and their address. If the Lessor is a company, include ABN. DO NOT use a business name.

Item 2: Full name/s of the Tenant. If the Tenant is a company, include its ABN. DO NOT use a business name.

Item 4: The Premises must be clearly identified e.g. "Suite 3, 45 John Street, Spring Hill" etc. If not able to be identified by name, a sketch plan must be attached to the Agreement and the address must be included at Item 4.

Item 6: Insert the period of the further Tenancy, e.g. "6 months" or "1 year" or "not applicable". **The total term of the lease including any options is not to exceed three years. Plus insert the notice period to exercise the option.**

Item 8: Insert the date/s on which the rent is to be reviewed and the method of the rent review or "not applicable".

Item 9: The Permitted Use should be stated clearly.

Item 10(a): Insert the percentage of outgoings the Tenant is to pay, e.g. "25%" or "100%" or "Not applicable".

Item 10(b): Tick any additional outgoings the Tenant is to pay.

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REFERENCE SCHEDULE

1. LESSOR:

NAME: Helen Francis & George Geoffrey Crowther as Trustee for The Crowther Family Superannuation Fund ABN: _____
ACN: _____
ADDRESS: 91 Barolin Esplanade,
SUBURB: Coral Cove STATE: QLD POSTCODE: 4670
PHONE: MOBILE: 0409 515 727 FAX: EMAIL: federal@aapt.net.au

2. TENANT:

NAME: David Gallagher ABN: _____
ACN: _____
ADDRESS: 3/79 Enterprise Street,
SUBURB: Bundaberg STATE: QLD POSTCODE: 4670
PHONE: MOBILE: 0487 518 772 FAX: EMAIL:

3. GUARANTOR:

NAME: Not Applicable ABN: _____
ACN: _____
ADDRESS: _____
SUBURB: STATE: POSTCODE: _____
PHONE: MOBILE: FAX: EMAIL:

4. PREMISES:

← Annex a plan if available

Level or Tenancy No. _____
ADDRESS: 5 Campbell Street,
SUBURB: Bundaberg East STATE: QLD POSTCODE: 4670
Description: Lot: 12 RP/SP: SP262926

5. TERM:

The Term of the Agreement is: One (1) Months Years
Commencing on: 02/03/2023 and ending on: 29/02/2024
DATE (dd/mm/yyyy): DATE (dd/mm/yyyy):

6. OPTION OF RENEWAL (IF ANY):

Note: The term of the lease (including options) should not exceed three (3) years.

Period of further term: Twelve (12 months)
Final date for exercise of option: 28/02/2024
DATE (dd/mm/yyyy):

7. RENT:

\$ 2,000.00 including GST per: month year ← Select applicable box

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8. RENT REVIEW:

Refer to clause 3.3

Note: Failure to review on these dates does not waive the Lessor's right to review.

Review Date

28/02/2024

Type of Review

Index review

Fixed increase - amount of increase: _____ %

Index review

Fixed increase - amount of increase: 5 _____ %

9. PERMITTED USE:

The use of the building is permitted for the purpose of timber manufacturing and storage.

10. OUTGOINGS:

Refer to clause 1.2(9)

10(a) Percentage of Outgoings:

100%

10(b) Additional Outgoings including the costs of (tick if applicable):

- Managing and operating the Building
- Repair and maintenance of the Building
- Gardening and Landscaping
- Provision and servicing of Air-conditioning to the Building
- Cleaning the Building
- Pest Control
- Security services
- Provision and servicing of Fire Detection and extinguishing equipment
- Provision and servicing of lifts and escalators
- Common Area Electricity
- Trade waste

Other (insert details):

11. DEPOSIT:

\$ 2,000.00 including GST.

12. LESSOR'S AGENT:

NAME: RealWay Property Consultants Bundaberg

ADDRESS: 102 Maryborough Street

SUBURB: Walkervale

STATE: QLD

POSTCODE: 4670

PHONE: 07 4151 4288

MOBILE:

FAX:

EMAIL:

reception@realwaybundaberg.com.au

ABN: 53585721075

ACN:

LICENCE NUMBER:

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SPECIAL CONDITIONS

The parties should seek legal advice about any special conditions required. Please note sections 24(3A) to (7) of the *Legal Profession Act 2007 (Qld)* when preparing and completing this Agreement.

1. When the Tenant moves in, a photo of the power metre must be taken and provided to our Agency.
2. When Ergon attend to read the power, the Tenant must take a photo of the power meter and provide this to our Agency.
3. The power is individually metered but the bill is combined with the Panel & Paint Shed (3 Campbell Street, Bundaberg East) & is calculated at 40 cents a unit.
4. If for some reason the Tenant goes out of business or ends the tenancy early, they will have to give the Lessor 6 weeks notice and will only have to pay to the end of the month, once the premises have been cleaned out.

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AGREEMENT MADE

DATE: 31ST MARCH 2023

EXECUTED as an Agreement.

(dd/mm/yyyy):

EXECUTION BY LESSOR

LESSOR 1

Executed by: Helen Francis Crowther as Trustee for The Crowther Family Superannuation Fund
in accordance with Section 127 of the Corporations Act 2001 (Cth).

Director/Secretary



Director

HELEN CROWTHER

Name of Director/Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

OR (only complete this part if signing as attorney for the Lessor)

the duly constituted attorney of the LESSOR (who states s/he has received no notice of revocation) under power of attorney dated _____ registered no _____ in the presence of:

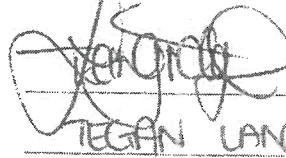
SIGNED by _____

Signature of Witness

Name of Witness (BLOCK LETTERS)

OR

SIGNED by _____


TEGAN LANGRIDGE

AS LESSOR in the presence of:

Signature of Witness

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: 102 Maryborough Street,

SUBURB: Bundaberg

STATE: QLD

POSTCODE: 4670

LESSOR 2

Executed by: George Geoffrey Crowther as Trustee for The Crowther Family Superannuation Fund
in accordance with Section 127 of the Corporations Act 2001 (Cth).

Director/Secretary



Director

GEORGE CROWTHER

Name of Director/Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

OR (only complete this part if signing as attorney for the Lessor)

the duly constituted attorney of the LESSOR (who states s/he has received no notice of revocation) under power of attorney dated _____ registered no _____ in the presence of:

SIGNED by _____

Signature of Witness

Name of Witness (BLOCK LETTERS)

OR

SIGNED by _____

AS LESSOR in the presence of:

Signature of Witness

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: 102 Maryborough Street,

SUBURB: Bundaberg

STATE: QLD

POSTCODE: 4670

INITIALS



INITIAL

EXECUTION BY TENANT

TENANT 1

Executed by: David Galagher
in accordance with Section 127 of the *Corporations Act 2001* (Cth).

Director/Secretary _____

Director _____

Name of Director/Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

OR (only complete this part if signing as attorney for the Tenant)

the duly constituted attorney of the TENANT (who states s/he has received no notice of revocation) under power of attorney dated _____ registered no _____ in the presence of.

SIGNED by _____

Name of Tenant Attorney (BLOCK LETTERS)

Signature of Witness

Name of Witness (BLOCK LETTERS)

OR
SIGNED by _____

AS TENANT in the presence of:



DAVID G. GALAGHER
Name of Tenant (BLOCK LETTERS)

Signature of Witness

CHELSEA JACOBSEN
Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

TENANT 2

Executed by: _____
in accordance with Section 127 of the *Corporations Act 2001* (Cth).

Director/Secretary _____

Director _____

Name of Director/Secretary (BLOCK LETTERS)

Name of Director (BLOCK LETTERS)

OR (only complete this part if signing as attorney for the Tenant)

the duly constituted attorney of the TENANT (who states s/he has received no notice of revocation) under power of attorney dated _____ registered no _____ in the presence of:

SIGNED by _____

Name of Tenant Attorney (BLOCK LETTERS)

Signature of Witness

Name of Witness (BLOCK LETTERS)

OR
SIGNED by _____

AS TENANT in the presence of:

Name of Tenant (BLOCK LETTERS)

Signature of Witness

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

INITIALS

DA



EXECUTION BY THE GUARANTOR

SIGNED by

Name of Guarantor (BLOCK LETTERS)

AS GUARANTOR in the presence of:

Signature of Witness

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: _____

SUBURB: _____

STATE: _____

POSTCODE: _____

SIGNED by

Name of Guarantor (BLOCK LETTERS)

AS GUARANTOR in the presence of:

Signature of Witness

Name of Witness (BLOCK LETTERS)

ADDRESS OF WITNESS: _____

SUBURB: _____

STATE: _____

POSTCODE: _____

INITIALS



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COMMERCIAL TENANCY AGREEMENT CONDITIONS

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 Terms in Reference Schedule

Where a term used in this Agreement appears in bold type in the Reference Schedule, that term has the meaning shown opposite it in the Reference Schedule.

1.2 Definitions

Unless the context otherwise requires:

- (1) **"Agreement"** means this document, including any Schedule or Annexure to it;
- (2) **"Building"** means the building of which the Premises forms part;
- (3) **"Business Day"** means a day that is not a Saturday, Sunday or any other day which is a Public Holiday or a Bank Holiday in the place where an act is to be performed or a payment is to be made;
- (4) **"Claim"** includes any claim or legal action and all costs and expenses incurred in connection with it;
- (5) **"Default Interest Rate"** means the Standard Default Contract Rate applying at the due date published by the Queensland Law Society Inc.;
- (6) **"GST"** means a goods and services tax or similar value added tax;
- (7) **"Land"** means the Land on which the Premises are situated;
- (8) **"Lessor's Property"** means any property owned by the Lessor in the Premises or on the Land and includes the property identified in any inventory annexed to this Agreement;
- (9) **"Outgoings"** means the following charges levied or expenses payable in respect of the Premises, the Land or the Building (as the case requires):
 - (a) Rates and charges that a local government imposes and levies collected by a local government on behalf of the State of Queensland;
 - (b) Insurance premiums (including building, fire, loss of rent, plate glass and public liability) payable by the Lessor;
 - (c) Land tax;
 - (d) Body Corporate fees and levies (including but not limited to Administrative Fund levies and Sinking Fund levies); and
 - (e) the additional outgoings referred to in Item 10(b) of the Reference Schedule;
- (10) **"Premises"** means the premises described in Item 4 of the Reference Schedule and includes the Lessor's Property in the Premises;
- (11) **"REIQ"** means The Real Estate Institute of Queensland Ltd;
- (12) **"Tenancy"** means the tenancy between the Lessor and the Tenant created by this Agreement;
- (13) **"Tenant's Employees"** means each of the Tenant's employees, contractors, agents, customers, subtenants, licensees or others (with or without invitation) who may be on the Premises, the Building or the Land;
- (14) **"Tenant's Property"** includes all fixtures and other articles in the Premises which are not the Lessor's;
- (15) **"Tenant's Services"** means all utilities and services in or provided to the Premises and without limiting the generality of the foregoing shall include provision of electricity, gas, water, waste disposal, sewerage, telephone and data services; and
- (16) **"Term"** means either a periodic monthly tenancy or the period of months or years described in Item 5 of the Reference Schedule, as applicable, commencing on the date in item 5 in the Reference Schedule.

1.3 Interpretation

- (1) Reference to:
 - (a) one gender includes each other gender;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a party includes the party's executors, administrators, successors and permitted assigns; and
 - (e) a statute, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (2) All monetary amounts are in Australian dollars, unless otherwise stated.
- (3) If a party consists of more than one person, this Agreement binds them jointly and each of them severally.
- (4) Headings are for convenience only and do not form part of this Agreement or affect its interpretation.
- (5) A party which is a trustee is bound both personally and in its capacity as a trustee.
- (6) "Including" and similar expressions are not words of limitation.
- (7) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (8) If an act must be done on a specified day which is not a Business Day, the act must be done instead on the next Business Day.
- (9) Where this Tenancy permits or requires the Lessor to do something it may be done by a person authorised by the Lessor.
- (10) Sections 105 and 107 of the **Property Law Act 1974 (Qld)** do not apply to this Tenancy.

2. TERM AND HOLDING OVER

2.1 Term

The Lessor lets the Premises to the Tenant and the Tenant accepts the Premises as tenant for the Term.

2.2

The Tenant may exercise an option to renew this Agreement for the further term if clause 15 applies.

2.3 Monthly Tenancy

If the Tenant continues to occupy the Premises after the Term with the Lessor's consent then:

- (1) the Tenant does so as a monthly Tenant on the same basis as at the last day of the Term; and
- (2) either party may terminate the monthly tenancy by giving to the other one (1) month's notice expiring on any day.

3. RENT AND RENT REVIEWS

3.1 Rent

The Tenant must:

- (1) pay the Rent by equal monthly instalments in advance on the first day of each month;
- (2) pay the first instalment on the signing of this Agreement;
- (3) if necessary, pay the first and last instalments apportioned on a daily basis; and
- (4) pay all instalments as the Lessor directs.

INITIALS

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3.2 Definitions

In clause 3.3:

- (1) "Index Number" means the Consumer Price Index (All Groups) for Brisbane published by the Australian Bureau of Statistics. If that index no longer exists, "Index Number" means an index that the Chief Executive Officer of the REIQ decides best reflects changes in the cost of living in Brisbane; and
- (2) "Review Date" means a date which is stated in Item 8 of the Reference Schedule as a date from which the rent is to be reviewed.

3.3 Rent Review

(1) Application

This clause 3.3 applies if there is a Review Date.

(2) Review

The Rent must be reviewed as from each Review Date to an amount represented by:

If an Index Review, then A where:

$$A = \frac{B \times D}{C}$$

Where B = the Index Number for the quarter ending immediately before the relevant Review Date.

Where C = the Index Number for the quarter one (1) year before the quarter in B; and

Where D = the Rent payable immediately before the Review Date.

Or if a Fixed Increase, then A where:

$$A = B + B \times C$$

Where B = the Rent payable immediately before the Review Date.

Where C = the percentage stated in Item 8 of the Reference Schedule.

- (3) Time is not of the essence in respect of the review of Rent.

4. OUTGOINGS

- (1) The Tenant must pay the Lessor the whole, or where a percentage is stated in Item 10(a) of the Reference Schedule that percentage of the Outgoings for the Premises, or the property of which the Premises is part as applicable.
- (2) Outgoings are payable to the Lessor within fourteen (14) days of production to the Tenant of a copy of the Lessor's assessment notice or account.

5. USE OF THE PREMISES

5.1 Permitted Use

The Tenant must only use the Premises for the Permitted Use.

5.2 Restrictions on use

The Tenant must not:

- (1) disturb the occupants of adjacent premises;
- (2) display any signs without the Lessor's written consent which must not be unreasonably withheld;
- (3) overload any Tenant's Services;
- (4) damage the Lessor's Property;
- (5) alter the Premises, install any partitions or equipment or do any building work without the Lessor's prior written consent;
- (6) do anything that may invalidate the Lessor's insurance or increase the Lessor's premiums; or
- (7) do anything unlawful or illegal on the Premises.

5.3 Tenant's Services

The Tenant shall be responsible for payment for all Tenant's Services provided directly to the Premises.

6. MAINTENANCE AND REPAIR

6.1 Repair

The Tenant must:

- (1) keep the Premises in good repair and condition except for fair wear and tear, inevitable accident and inherent structural defects; and
- (2) fix any damage caused by the Tenant or the Tenant's Employees.

6.2 Cleaning and Maintenance

The Tenant must:

- (1) keep the Premises clean and tidy; and
- (2) keep the Tenant's Property clean and maintained in good order and condition.

6.3 Lessor's Right to Inspect and Repair

- (1) The Lessor may enter the Premises for inspection or to carry out maintenance, repairs or building work at any reasonable time after giving notice to the Tenant. In an emergency, the Lessor may enter at any time without giving the Tenant notice.
- (2) The Lessor may carry out any of the Tenant's obligations on the Tenant's behalf if the Tenant does not carry them out on time. If the Lessor does so, the Tenant must promptly pay the Lessor's costs.

7. ASSIGNMENT AND SUBLETTING

7.1 The Tenant must obtain the Lessor's consent before the Tenant assigns, sublets or deals with its interest in the Premises.

7.2 The Lessor must give its consent if:

- (1) the Tenant satisfies the Lessor that the new tenant is financially secure and has the ability to carry out the Tenant's obligations under this Tenancy;
- (2) the new tenant signs any agreement and gives any security which the Lessor reasonably requires;
- (3) the Tenant complies with any other reasonable requirements of the Lessor;
- (4) the Tenant is not in breach of the Tenancy; and
- (5) the Tenant pays the Lessor's reasonable costs of giving its consent.

8. TENANT'S RELEASE AND INDEMNITY

8.1 The Tenant occupies and uses the Premises at its own risk. The Tenant also carries out building work in the Premises at its risk.

8.2 The Tenant releases the Lessor from and indemnifies it against all Claims for damages, loss, injury or death:

(1) if it:

- (a) occurs in the Premises;
- (b) arises from the use of the Services in the Premises; or
- (c) arises from the overflow or leakage of water from the Premises,

except to the extent that it is caused by the Lessor's deliberate act or negligence; and

- (2) if it arises from the negligence or default of the Tenant or the Tenant's employees, except to the extent that it is caused by the Lessor's deliberate act or negligence.

8.3 The Lessor must do everything reasonable to ensure the Tenant's Services operate efficiently during normal working hours.

INITIALS

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- 8.4 Except to the extent that any interruption to the operation of the Tenant's Services is caused by the Lessor's deliberate act or negligence then in the event that the Tenant's Services do not operate efficiently the Tenant shall:-
- (a) have no right to claim compensation against the Lessor; and
 - (b) have no right to terminate this Agreement.
- 8.5 The Tenant releases the Lessor from and indemnifies the Lessor against any Claim or costs arising from anything the Lessor is permitted to do under this Tenancy.

9. DEFAULT AND TERMINATION

9.1 Default

The Tenant defaults under this Agreement if:

- (1) the Rent or any money payable by the Tenant is unpaid for fourteen (14) days;
- (2) the Tenant breaches any other term of this Agreement;
- (3) the Tenant assigns its property for the benefit of creditors;
- (4) the Tenant becomes a bankrupt person within the meaning of the *Bankruptcy Act 1966 (Cth)*; or
- (5) the Tenant becomes an externally-administered body corporate within the meaning of the *Corporations Act 2001 (Cth)*.

9.2 Forfeiture of Tenancy

If the Tenant defaults and does not remedy the default when the Lessor requires it to do so, the Lessor may, subject to its obligations under s 124 of the *Property Law Act 1974 (Qld)*, do any one or more of the following after giving any notice required by law:

- (1) re-enter and take possession of the Premises;
- (2) by notice to the Tenant, terminate this Agreement;
- (3) by notice to the Tenant, convert the unexpired portion of the Term into a tenancy from month to month;
- (4) exercise any of its other legal rights;
- (5) recover from the Tenant any loss suffered by the Lessor due to the Tenant's default.

10. TERMINATION OF TERM

10.1 Tenant's Obligations

At the end of the Term the Tenant must:

- (1) vacate the Premises and give them back to the Lessor in the condition required by clause 6.1(1);
- (2) remove all the Tenant's Property from the Premises;
- (3) repair any damage caused by removal of the Tenant's Property and leave the Premises clean; and
- (4) return all keys, security passes and cards held by it or the Tenant's Employees.

10.2 Failure to Remove Tenant's Property

If the Tenant does not remove the Tenant's Property at the end of the Term, the Lessor may:

- (1) remove and store the Tenant's Property at the Tenant's risk and expense; or
- (2) treat the Tenant's Property as abandoned, in which case title in the Tenant's Property passes to the Lessor who may deal with it as it thinks fit without being liable to account to the Tenant.

11. DAMAGE AND DESTRUCTION

11.1 Rent Reduction

If the Premises are damaged or destroyed and as a result the Tenant cannot use or gain access to the Premises then from the date that the Tenant notifies the Lessor of the damage or destruction the Lessor:

- (1) must reduce the Rent and any other money owing to the Lessor by a reasonable amount depending on the type, extent and effect of damage or destruction; and
- (2) cannot enforce clause 6.1 against the Tenant; until the Premises are fit for use or accessible.

11.2 Tenant May Terminate

The Tenant may terminate this lease by notice to the Lessor unless the Lessor:

- (1) within three (3) months of receiving the Tenant's notice of termination, notifies the Tenant that the Lessor will reinstate the Premises; and
- (2) carries out the reinstatement works within a reasonable time.

11.3 Exceptions

Clauses 11.1 and 11.2 do not apply where:

- (1) the damage or destruction was caused by or contributed to, or arises from any wilful act of the Tenant or the Tenant's Employees; or
- (2) an insurer under any policy effected by the Lessor refuses indemnity or reduces the sum payable under the policy because of any act or default of the Tenant or the Tenant's Employees.

11.4 Lessor May Terminate

If the Lessor considers the damage to the Premises renders it impractical or undesirable to reinstate the Premises or the Building, it may terminate this lease by giving the Tenant at least one (1) month's notice ending on any day of the month. At the end of that month's notice, this lease ends.

11.5 Dispute Resolution

- (1) Any dispute under this clause 11 must be determined by an independent qualified Valuer appointed by the Chief Executive Officer of the REIQ at the request of either party.
- (2) In making the determination, the Valuer acts as an expert and the determination is final and binding on both parties.
- (3) The cost of the determination must be paid by the parties equally unless otherwise decided by the Valuer.

11.6 Lessor Not Obligated to Reinstate

- (1) Nothing in this lease obliges the Lessor to reinstate the Building or the Premises or the means of access to them.
- (2) When reinstating the Building or the Premises, the Lessor is entitled to change their design, fabric, character or dimensions to comply with any law or lawful requirement.

11.7 Antecedent Rights

Termination under this clause 11 does not effect either parties' accrued rights before termination.

12. INTEREST FOR LATE PAYMENT

Without affecting the Lessor's other rights, if the Tenant does not pay any money owing to the Lessor under this Agreement within fourteen (14) days after the due date, the Tenant must pay interest on that money calculated at the Default Interest Rate from the due date for payment until payment is made.

INITIALS

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13. DUTY

The Tenant must pay stamp duty on this lease, if applicable, and other government imposts payable in connection with this Agreement and all other documents and matters referred to in this Agreement when due or earlier if requested in writing by the Lessor.

14. GOODS AND SERVICES TAX

If a GST is imposed on any supply made to the Tenant under or in accordance with this Tenancy, the amount the Tenant must pay for that supply is increased by the amount of that GST.

15. OPTION FOR FURTHER TENANCY

15.1 This clause 15 applies if item 6 of the Reference Schedule is completed with a period of a further term.

15.2 If the Tenant:

- (1) wishes to lease the Premises for the further term; and
- (2) gives notice to that effect to the Lessor strictly in accordance with the timeframes in item 6 of the Reference Schedule; and
- (3) has not breached this Agreement or if breached such breach has been waived by the Lessor or remedied,

the Lessor must, subject to clause 15.6, grant to and the Tenant must take a further tenancy (**New Tenancy**) of the Premises on the terms and conditions set out in clause 15.3.

15.3 The New Tenancy will be on the same terms and conditions as this Agreement except that:

- (1) the Rent for the New Tenancy will be the amount agreed between the Lessor and the Tenant or, failing agreement by the date the Term expires, the market rent for the Premises determined by an independently qualified Valuer (acting as an expert) in accordance with clause 15.4;
- (2) the Commencement Date will be the day after the Term expires; and
- (3) the New Tenancy will omit this clause 15 unless there is more than one option of renewal set out in item 6 of the Reference Schedule.

15.4 If the Rent is to be determined according to the market under clause 15.3(1), the Valuer is to be nominated by the Chief Executive Officer of the REIQ at the request of either party. The following additional terms apply:

- (1) the Valuer's decision is final and binding on the parties;
- (2) the Valuer's costs must be paid by the Lessor and the Tenant equally. Either party may pay the Valuer's costs and recover one half of the amount paid from the other party on demand; and
- (3) if the Rent for the New Tenancy is not determined by the date the Term expires, then:
 - (a) until the Valuer determines the Rent for the New Tenancy, the Tenant must continue to pay the existing Rent; and
 - (b) when the Valuer's decision is made under this clause 15(4), the parties will make an adjustment for any over or under payment of the Rent.

15.5 Before transferring any interest in the Land, the Lessor must obtain a signed deed from the transferee containing covenants in favour of the Tenant that the transferee will be bound by the terms of this Agreement and will not transfer its interest in the Land unless it obtains a similar deed from its transferee.

15.6 If there is a Guarantor under this Agreement, the Lessor is not required to grant the New Tenancy unless the Tenant obtains a further guarantee on the same terms of the due and punctual performance of the Tenant's obligations under this Agreement by the Guarantor or any other replacement guarantor acceptable to the Lessor.

16. DEPOSIT AND COMMISSION

16.1 The Tenant must pay the Deposit to the Lessor's Agent on signing this Agreement.

16.2 The Deposit must be applied against the Rent payable by the Tenant on the commencement of the Term.

16.3 The Lessor agrees to pay the Agent's commission to the Lessor's Agent and authorises the Agent to draw the commission on the commencement of the Term from money received from the Tenant in payment of Rent.

17. NOTICES

17.1 Any notice given or required by this Agreement to be given to a party ("the addressee") must be in writing and, without prejudice to any other lawful method of service, shall be deemed to have been sufficiently given if it is sent to a facsimile number or email address which has been stated for the addressee in this Agreement or otherwise provided by the addressee to the sender.

17.2 Any such notice sent to a facsimile number shall be deemed to have been received by the addressee when the sender obtains a clear transmission report.

17.3 Any such notice sent to an email address shall be deemed to have been received by the addressee when it is capable of being retrieved by the addressee at the email address in accordance with section 24 of the *Electronic Transactions (Queensland) Act 2001*.

17.4 Any such notice may also be given in the manner provided in section 109X of the *Corporations Act 2001 (Cth)* as if it were being served for the purposes stated in that section or in accordance with the provisions of section 347 of the *Property Law Act 1974 (Qld)*.

18. GUARANTEE AND INDEMNITY

18.1 Where Item 3 of the Reference Schedule is completed with the name or names of any person or persons then the succeeding provisions of this clause 18 shall apply.

18.2 The Guarantor (and jointly and severally where there is more than one Guarantor) guarantees to the Lessor the timely payment by the Tenant of the Rent and other moneys agreed to be paid by the Tenant under this Agreement and the timely compliance with all the terms by which the Tenant is bound under this Agreement.

18.3 The Guarantor will at all times pay to the Lessor on demand and indemnify and keep the Lessor indemnified from and against all losses which the Lessor may suffer or incur consequent upon or arising out of any failure by the Tenant to comply with the terms in a timely manner.

INITIALS

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General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

**Part 1 Tenancy details**DS
DRItem
1**1.1 Lessor**

Name/trading name **George Crowther, Helen Crowther C/O Harcourts Solutions
George Geoffrey Crowther and Helen Francis Crowther ATF Crowther Family
Superannuation Fund - C/O Harcourts Solutions**

Address

c/- Harcourts Rental Management Solutions

142 Newmarket Road Windsor

Qld

Postcode 4051

1.2 Phone

Mobile

Email

07 3112 9080

-

rentals@harcourtssolutions.com.au

Item
2**2.1 Tenant/s**

Tenant 1 Full name/s Khushboo Thakkar

Phone 0459 790 699

Email khushikt30@gmail.com

Tenant 2 Full name/s Hardik Thakkar

Phone 0487 493 615

Email harshihk777@gmail.com

Tenant 3 Full name/s

Phone

Email

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate listItem
3**3.1 Agent** If applicable. See clause 43

Full name/trading name CMSM P/L attf Calms Hybrid Trust t/as Harcourts Rental Management Solutions

Address

Harcourts Solutions, 142 Newmarket Road

Windsor, QLD

Windsor

QLD

Postcode 4030

3.2 Phone

Mobile

Email

07 3112 9080

0411 821 693

pm8@harcourtssolutions.com.au

Item
4**Notices may be given to**

(Indicate if the email is different from item 1, 2 or 3 above)

4.1 LessorEmail Yes No Facsimile Yes No **4.2 Tenant/s**Email Yes No

khushikt30@gmail.com

Facsimile Yes No **4.3 Agent**Email Yes No

rentals@harcourtssolutions.com.au

Facsimile Yes No Item
5**5.1 Address of the rental premises**

2/209 Juliette St

Greenslopes

QLD

Postcode 4120

5.2 Inclusions provided. For example, furniture or other household goods let with the premises. Attach list if necessary

Refer To RTA Form 1a (Entry Condition Report)

5.3 Details of current repair orders for the rental premises or inclusionsItem
6**6.1 The term of the agreement is** fixed term agreement periodic agreement**6.2 Starting on** 04 / 05 / 2023**6.3 Ending on** 01 / 11 / 2023

Fixed term agreements only. For continuation of tenancy agreement, see clause 6



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 7 Rent \$ 400.00 per week fortnight month See clause 8(1)

Item 8 Rent must be paid on the due day of each week
Insert day. See clause 8(2) Insert week, fortnight or month

Item 9 Method of rent payment Insert the way the rent must be paid. See clause 8(3)
DEFT Payment System - Credit Card, BPay OR Payroll Deduction OR Cheque

Details for direct credit

BSB no. 000000 Bank/building society/credit union Macquarie One
Account no. 000000 Account name BPAY Biller Code 4481
Payment reference 0046554697

Item 10 Place of rent payment Insert where the rent must be paid. See clause 8(4) to 8(6)
Harcourts Rental Management Solutions OR Bank, Post Office, Building Society

Item 11 Rental bond amount \$ 1,600.00 See clause 13

Item 12 12.1 The services supplied to the premises for which the tenant must pay See clause 16

Electricity Yes No Any other service that a tenant must pay Yes No
Gas Yes No Type Refer Annexure A (Item A1) See special terms (page 8)
Phone Yes No

12.2 Is the tenant to pay for water supplied to the premises See clause 17

Yes No

Item 13 If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay. For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity N/A Any other service stated in item 12.1
Gas N/A See special terms (page 8)
Phone N/A

Item 14 How services must be paid for Insert for each how the tenant must pay. See clause 16(d)

Electricity Direct with Supplier
Gas Direct with Supplier
Phone Direct with Supplier
Any other service stated in item 12.1 Direct with Supplier
See special terms (page 8)

Item 15 Number of persons allowed to reside at the premises 2 See clause 23

Item 16 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? Yes No
See clause 22

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 Yes No

Item 17 The type and number of pets approved by the lessor to be kept at the premises See clauses 33A to 33D

Type n/a Number Type Number

Item 18 18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs

Electrical repairs SEQ Data and Electrical Phone 0498 073 809
Plumbing repairs Bell Plumbing Phone 3354 3300
Other JMC Locksmiths Phone 0499 779 799

Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

Yes
 No - please provide lessor contact details below

Name Phone

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement -

- (a) a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.

Note - Some breaches of this agreement may also be an offence under the Act, for example, if -

- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 -
 - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
 - (b) must perform all the tenant's obligations under this agreement.

Division 2 Period of tenancy

4 Start of tenancy

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 7 days after the later of the following days -
 - (a) the day the tenant occupies the premises;
 - (b) the day the tenant is given the copy of the condition report.

Note - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.
- (5) However, the lessor does not have to prepare a condition report for the premises if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement - s 70

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the **end day**) -
 - (i) a notice to leave;
 - (ii) a notice of intention to leave;
 - (iii) an abandonment termination notice;
 - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
 - (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

Note - For more information about the notices, see the information statement.

7 Costs apply to early ending of fixed term agreement - s 357A

- (1) This clause applies if -
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
 - (2) The tenant must pay the reasonable costs incurred by the lessor in reletting the premises.
- Note* - For when the tenant may end this agreement early under the Act, see clause 36 and the information statement. Under section 362, the lessor has a general duty to mitigate (avoid or reduce) the costs.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

Division 3 Rent

8 When, how and where rent must be paid - ss 83 and 85

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
 - (a) in the way stated in this agreement for item 9; or
 - (b) in the way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing the way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if there is no way stated in this agreement for item 9 or no way agreed after the signing of this agreement - in an approved way under section 83(4).

Note - If the way rent is to be paid is another way agreed on by the lessor and tenant under section 83(4)(g), the lessor or the lessor's agent must comply with the obligations under section 84(2).

- (4) The rent must be paid at the place stated in this agreement for item 10.
- (5) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (6) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

- the lessor's address for service
- the lessor's agent's office

9 Rent in advance - s 87

The lessor may require the tenant to pay rent in advance only if the payment is not more than -

- (a) for a periodic agreement - 2 weeks rent; or
- (b) for a fixed term agreement - 1 month rent.

Note - Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following -
 - (a) 2 months after the notice is given;
 - (b) 6 months after the day the existing rent became payable by the tenant.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if -
 - (a) the rent is increased in compliance with this clause; and
 - (b) the increase in rent does not relate to -
 - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends -
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b)

11 Application to tribunal about excessive increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase -
 - (a) is excessive; or
 - (b) is not payable under clause 10.
- (2) However, the application must be made -
 - (a) within 30 days after the notice is received; and
 - (b) for a fixed term agreement - before the term ends.

12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.

Note - For details of the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount -
 - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments - by instalments; or
 - (c) otherwise - when the tenant signs this agreement.

Note - There is a maximum bond that may be required. See section 146 and the information statement.

- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example - The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

Note - For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.

14 Increase in bond - s 154

- (1) The tenant must increase the rental bond if -
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (b) the notice is given at least 11 months after -
 - (i) this agreement started; or
 - (ii) if the bond has been increased previously by a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

Division 5 Outgoings

15 Outgoings - s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.

Examples -

body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if -
 - (a) the lessor is the State; and
 - (b) rent is not payable under the agreement; and
 - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges - ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if -

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and
- (c) either -
 - (i) the premises are individually metered for the service; or
 - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

Note - Section 165(3) limits the amount the tenant must pay.

17 Water service charges - ss 164 and 166

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
 - (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.

Note - A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.

- (2) However, the tenant does not have to pay an amount -
 - (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

Note - For details about water efficiency, see the information statement.

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (6) In this clause -

water consumption charge for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

Note - If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

Division 6 Rights and obligations concerning the premises during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments -

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

Editor's note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

20 Lessor's right to enter the premises - ss 192-199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

Note - See the information statement for details.

21 Tenant's use of premises - ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not -
 - (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance -

 - using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - causing loud noises
 - allowing large amounts of water to escape onto adjoining land
- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
- (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -
 - (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

24 - intentionally removed

Subdivision 2 Standard of premises

25 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
 - (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.
- (2) While the tenancy continues, the lessor must -
 - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (d) keep any common area included in the premises clean.
 - (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions

Note - For details about the maintenance, see the information statement.

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- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
- the lessor is the State; and
 - the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
 - the non-standard items are not a risk to health or safety; and
 - for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -
non-standard items means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

premises include any common area available for use by the tenant with the premises.

26 Tenant's obligations - s 188(2), (3) and (5)

- The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant

Subdivision 3 The dwelling**27 Fixtures or structural changes - ss 207-209**

- The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

Note - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

- The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

Examples of terms -

- that the tenant may remove the fixture
- that the tenant must repair damage caused when removing the fixture
- that the lessor must pay for the fixture if the tenant can not remove it

- If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- The lessor must not act unreasonably in failing to agree.
- If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
 - take action for a breach of a term of this agreement; or
 - waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).

28 Supply of locks and keys - s 210

- The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that -
 - secures an entry to the premises; or
 - secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
 - is part of the premises.

- If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

29 Changing locks - ss 211 and 212

- The lessor or tenant may change a lock at the premises only if -
 - the other party to this agreement agrees to the change; or
 - the lessor or tenant has a reasonable excuse for making the change; or
 - the lessor or tenant believes the change is necessary because of an emergency; or
 - the lock is changed to comply with an order of the tribunal.
- However, the tenant may also change a lock at the premises if the tenant -
 - believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
 - engages a locksmith or other qualified tradesperson to change the lock.
- The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
 - the other party agrees to not being given the key; or
 - a tribunal orders that the key not be given to the other party.
- If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises -
 - the *Body Corporate and Community Management Act 1997*,
 - the *Building Units and Group Titles Act 1980*,
 - a body corporate by-law

Subdivision 4 Damage and repairs**30 Meaning of emergency and routine repairs - ss 214 and 215**

- Emergency repairs** are works needed to repair any of the following -
 - a burst water service or serious water service leak;
 - a blocked or broken lavatory system;
 - a serious roof leak;
 - a gas leak;
 - a dangerous electrical fault;
 - flooding or serious flood damage;
 - serious storm, fire or impact damage;
 - a failure or breakdown of the gas, electricity or water supply to the premises;
 - a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - a fault or damage that makes the premises unsafe or insecure;
 - a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
 - a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- Routine repairs** are repairs other than emergency repairs.

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**31 Nominated repairer for emergency repairs - s 216**

- 1) The lessor's nominated repairer for emergency repairs of a particular type may be stated either -
 - (a) in this agreement for item 18; or
 - (b) in a written notice given by the lessor to the tenant.
- 2) Item 18 or the written notice must state -
 - (a) the name and telephone number of the nominated repairer; and
 - (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- 3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- 4) This clause does not apply if -
 - (a) the lessor has given the tenant a telephone number of the lessor; and
 - (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

32 Notice of damage - s 217

- 1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- 2) If the premises need routine repairs, the notice must be given to the lessor.
- 3) If the premises need emergency repairs, the notice must be given to -
 - (a) the nominated repairer for the repairs; or
 - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted - the lessor.
- 4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

33 Emergency repairs arranged by tenant - ss 218 and 219

- 1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if -
 - (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
 - (b) the repairs are not made within a reasonable time after notice is given.
- 2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.
Note - For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets**33A Keeping pets and other animals at premises - ss 184B and 184G**

- 1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- 2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- 3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.

Notes -

- 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
- 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.

- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters -
 - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - (b) a change in the lessor or lessor's agent;
 - (c) for a working dog - the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples -

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

33B Tenant responsible for pets and other animals - s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

33C Request for approval to keep pet - ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing, and state -
 - (a) whether the lessor approves or refuses the tenant's request; and
 - (b) if the lessor approves the tenant's request subject to conditions - the conditions of the approval; and
Note - See clause 33D for limitations on conditions of approval to keep a pet at the premises.
 - (c) if the lessor refuses the tenant's request -
 - (i) the grounds for the refusal; and
 - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds -
 - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;
 - (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - (e) keeping the pet would contravene a law;
 - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
 - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D - the tenant has not agreed to the conditions;
 - (h) the animal stated in the request is not a pet as defined in section 184A;
 - (i) another ground prescribed by a regulation under section 184E(1)(j).

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- 5) The lessor is taken to approve the keeping of the pet at the premises if –
- the lessor does not comply with subclause (2); or
 - the lessor's response does not comply with subclause (3).

3D Conditions for approval to keep pet at premises – s 184F

- The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
 - relate only to keeping the pet at the premises; and
 - are reasonable having regard to the type of pet and the nature of the premises; and
 - are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
 - if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
 - if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- A condition of the lessor's approval to keep a pet at the premises is void if the condition –
 - would have the effect of the lessor contravening section 171 or 172; or
 - would, as a term of this agreement, be void under section 173; or
 - would increase the rent or rental bond payable by the tenant; or
 - would require any form of security from the tenant.
- For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant**34 General - ss 238 and 240**

- Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.
- The lessor must act reasonably in failing to agree to the transfer or subletting.
- The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

35 State assisted lessors or employees of lessor - s 237

- This clause applies if –
 - the lessor is the State; or
 - the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - the tenant's right to occupy the premises comes from the tenant's terms of employment.
- The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Division 8 When agreement ends**36 Ending of agreement - s 277**

- This agreement ends only if –
 - the lessor and tenant agree, in a separate written document, to end this agreement; or
 - the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or before the handover day; or
 - the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or before the handover day; or
 - the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - the tribunal makes an order terminating this agreement.
- Also, this agreement ends for a sole tenant if –
 - the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or

Note – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.

 - the tenant dies.

Note – See section 324A for when this agreement ends if a sole tenant dies.

37 Condition premises must be left in - s 188(4) and (5)

- At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.

Examples of what may be fair wear and tear –

 - wear that happens during normal use
 - changes that happen with ageing
- The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

38 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

**39 Tenant's forwarding address - s 205(2) and (3)**

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if -
 - (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
 - (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

40 Exit condition report - s 66

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.

Example of what might be as soon as practicable - when the tenant returns the keys to the premises to the lessor or the lessor's agent

Note - For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.
- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report -
 - (a) sign the copy; and
 - (b) if the lessor or agent does not agree with the report - show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
 - (c) if the tenant has given a forwarding address to the lessor or agent - make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

41 Goods or documents left behind on premises - ss 363 and 364

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

Note - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

Division 9 Miscellaneous**42 Supply of goods and services - s 171**

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to -
 - (a) a requirement about a service charge; or

Note - See section 164 for what is a service charge
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 33D; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

43 Lessor's agent

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may -
 - (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
 - (b) do any thing else the lessor may do, or is required to do, under this agreement.

44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.

Note - Download approved forms via the RTA website rta.qld.gov.au.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent -
 - (a) by giving it to the party or agent personally; or
 - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 - by leaving it at the address, sending it by prepaid post as a letter to the address; or
 - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile - by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
 - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email - by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved -
 - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
 - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
 - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.

Part 3 Special terms Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

Refer to attached special terms approved by the Real Estate Institute of Queensland.

Water Costs - REFER ATTACHED ANNEXURE
=====

Smoking
No smoking by any Tenant(s) or guest is permitted in the indoor areas of the premises
=====

Timber Floors (if applicable)
The Tenant(s) will use felt protectors (or a similar product) on the bases of all furniture placed on timber floor surfaces in order to prevent scratches or other damage

Names of Approved Occupants:

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s. keep a copy for your records.**

Signature of lessor/agent

Name/trading name

CMSM P/L t/a Harcourts Rental Management Solutions

Signature

DocuSigned by:
Dwayne Richter
2725791A86E843F...

Date / /

28 February 2023 | 9:26 AM AEST

Signature of tenant 1

Print name

Khushboo Thakkar

Signature

DocuSigned by:
Khushboo Thakkar
52640748B837D...

Date / /

27 February 2023

Signature of tenant 2

Print name

Hardik Thakkar

Signature

DocuSigned by:
Hardik Thakkar
C25479BD3E6A4E8...

Date / /

27 February 2023 | 7:29 PM AEST

Signature of tenant 3

Print name

Signature

Date / /

Special Terms

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

45 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 3 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

46 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 34.

47 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
 - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 27;
 - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
 - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
 - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
 - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

48 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

49 Locks and keys

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

50 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions.

51 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

(2) The lessor may claim from the tenant -

- (a) any increase in the premium of the lessor's insurance; and
- (b) any excess on claim by the lessor on the lessor's insurance; and
- (c) any other cost and expenses incurred by the lessor;

as a direct or indirect result of the tenant's negligent acts or omissions.

52 Tenant's insurance

It is the responsibility of the tenant and/or approved occupant to adequately insure their own property and possessions.

53 Smoke alarm obligations

The tenant must-

(1) Test each smoke alarm in the premises-

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
 - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
 - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.

(2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;

(3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.

(4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:

- (a) at least once every 12 months; or
- (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.

(5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

54 Portable pool obligations

(1) The tenant must-

- (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
- (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.

(2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:

- (a) Maintain and repair the portable pool at the tenant's own expense;
- (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
- (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 27 of the standard terms;
- (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 27 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.

(3) In accordance with special term 54(1) and 54(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

55 Pets

If the pet is permitted inside, this special term applies:

- (1) In addition to clause 33A(3), the lessor approves a pet as stated in Item 17 of this agreement to be kept inside a dwelling on the premises, conditional on:
 - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
 - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

Note: For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.

- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 55 relate only to the lessor's approval to keep a pet at the premises as stated in Item 17 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 17 of this agreement, see clauses 33C and 33D of this agreement and sections 184D to 184F of the Act.

56 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
 - (a) agree to enter into this agreement in electronic form; and
 - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.

Retail Shop Leases Act 1994 (Qld) Form 7 version 4

Disclosure statement by the lessor

Lessor:	George Geoffrey Crowther and Helen Francis Crowther as Trustees for the Crowther Family Superannuation Fund
Lessee:	Justin Andrew Wood
Premises:	113 Bargara Road, Bundaberg East

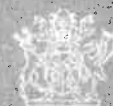
Key disclosure items

1. Annual base rent under the lease (see item 10.1)	\$30,660.00 p.a. Including GST
2. Is a rent based on turnover payable by the lessee in year 1? (see item 12)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Total estimated outgoings and promotion and marketing costs for the lessee in year 1 (see Part 5 and Part 6)	NIL
4. Term of the lease (see item 5)	3 years
5. Estimated commencement date of the lease (see item 5.1)	01/09/2021
6. Estimated handover date of the premises (see item 7.1)	01/09/2021
7. Does the lessee have an option to renew for a further period? (see item 6)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. Does the lease provide the lessee with exclusivity in relation to the permitted use of the premises? (see item 2.2)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

PART 1 PREMISES

1 Premises details

1.1 Street address of premises [Insert street address of premises and, as applicable, shop number, name of the building/centre in which the premises is located, street address of the building/centre]	113 Bargara Road, Bundaberg East	
1.2 Plan of premises (if available) [Insert description of premises by reference to a prepared plan. Attach the plan to this disclosure statement as per item 33.1]	Attached hereto marked "A"	
1.3 Lettable area of premises Will a survey be conducted?	678m ² Estimate <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
1.4 Existing structures, fixtures, plant and equipment in the premises, provided by the lessor (excluding any works, fit out and refurbishment described in Part 3) [Select as appropriate]		
<input checked="" type="checkbox"/> air conditioning <input type="checkbox"/> cool room <input checked="" type="checkbox"/> floor coverage <input type="checkbox"/> grease tap <input checked="" type="checkbox"/> hot water service <input checked="" type="checkbox"/> lighting <input type="checkbox"/> mechanical exhaust <input checked="" type="checkbox"/> painted walls	<input checked="" type="checkbox"/> electrical distribution load (3 phase) <input type="checkbox"/> electrical distribution load (single phase) <input type="checkbox"/> separate utility meter - gas <input checked="" type="checkbox"/> separate utility meter - water <input checked="" type="checkbox"/> separate utility meter - electricity <input type="checkbox"/> plastered walls	<input checked="" type="checkbox"/> shop front <input checked="" type="checkbox"/> sink <input type="checkbox"/> sprinklers <input type="checkbox"/> suspended ceilings <input checked="" type="checkbox"/> telephone <input checked="" type="checkbox"/> water supply <input checked="" type="checkbox"/> waste <input type="checkbox"/> other
1.5 Services and facilities provided by the lessor for the benefit of the premises (for example, security services, cleaning)	Nil	



2 Permitted use

2.1 Description of permitted use **Sale and repair of bicycles and ancillary services**
 [Note: The lessee should investigate if the proposed use of the premises is permitted under planning laws.]

2.2 Is the permitted use described in item 2.1 exclusive to the lessee? Yes No

3 Number of car parking spaces

3.1 Approximate total spaces	11 spaces
3.2 Available spaces for customers of the building/centre	4 spaces
3.3 Reserved spaces for use of the lessee only	3 spaces

4 Head lease

4.1 Is the premises under a head lease or Crown lease? Yes No

4.2 Has the lessor provided a copy of the head lease or Crown lease to the lessee?
 Yes - attached as per item 33.2
 No Not applicable

4.3 Current term under the head lease or Crown lease and option/s to renew
 Not applicable
 Details of head lease as follows:
 Current term: years
 / /20 to / /20
 Options to renew years
 / /20 to / /20

[list any options for further terms held by the lessor under the head lease]:

4.4 Is the head lessor's consent to the lease required? Yes No

PART 2 TERM OF LEASE AND OPTION/S TO RENEW LEASE

5 Term of lease

5.1 Date lease commences (see also date of handover at item 7)	01/09/2021 Actual
5.2 Length of term	3 years
5.3 Date lease expires (based on the date indicated at item 5.1 as the date the lease commences)	31/08/2024

6 Option/s to renew lease

6.1 Option/s details	<input type="checkbox"/> No options to renew lease <input checked="" type="checkbox"/> Options as follows:	
Length of option	Period of option	Exercise date
3 years Actual	01/09/2024 to 31/08/2027	29/02/2024 to 31/05/2024
years Actual/Estimate	to	to

[List all options to renew lease]

2 Permitted use

2.1 Description of permitted use Sale and repair of bicycles and ancillary services
 [Note: The lessee should investigate if the proposed use of the premises is permitted under planning laws.]

2.2 Is the permitted use described in item 2.1 exclusive to the lessee? Yes No

3 Number of car parking spaces

3.1 Approximate total spaces	11 spaces
3.2 Available spaces for customers of the building/centre	4 spaces
3.3 Reserved spaces for use of the lessee only	3 spaces

4 Head lease

4.1 Is the premises under a head lease or Crown lease? Yes No

4.2 Has the lessor provided a copy of the head lease or Crown lease to the lessee?
 Yes - attached as per item 33.2
 No Not applicable

4.3 Current term under the head lease or Crown lease and option/s to renew
 Not applicable
 Details of head lease as follows:
 Current term: years
 / /20 to / /20
 Options to renew years
 / /20 to / /20

[list any options for further terms held by the lessor under the head lease]:

4.4 Is the head lessor's consent to the lease required? Yes No

PART 2 TERM OF LEASE AND OPTION/S TO RENEW LEASE

5 Term of lease

5.1 Date lease commences (see also date of handover at item 7)	01/09/2021 Actual
5.2 Length of term	3 years
5.3 Date lease expires (based on the date indicated at item 5.1 as the date the lease commences)	31/08/2024

6 Option/s to renew lease

6.1 Option/s details	<input type="checkbox"/> No options to renew lease <input checked="" type="checkbox"/> Options as follows:	
Length of option	Period of option	Exercise date
3 years Actual	01/09/2024 to 31/08/2027	29/02/2024 to 31/05/2024
years Actual/Estimate	to	to

[List all options to renew lease]

PART 3 WORKS, FIT OUT AND REFURBISHMENT

7 Date of handover

7.1 Date of handover (if different to the date the lease commences indicated at item 5.1)	01/09/2021 Actual
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8 Lessor's works

8.1 Description of works to be carried out by the lessor before the date the lease commences [Exclude any works that form part of the lessee's fit out at item 9]	Not applicable
8.2 Estimate of expected contribution by the lessee towards the cost of the lessor's work [See also outgoings (item 14) in relation to any maintenance and repair outgoings]	\$ Not applicable

9 Lessee's fit out works

9.1 Fit out works to be carried out by the lessee (excluding the lessor's works at item 8)	Not applicable
9.2 Is the lessor providing any contribution towards the cost of the lessee's fit out?	<input type="checkbox"/> Yes [Insert details of lessor's contribution] <input checked="" type="checkbox"/> No
9.3 Does the lessor have requirements as to the quality and standard of shop front and fit out?	<input type="checkbox"/> Yes [Insert details or provide fit out guide] <input checked="" type="checkbox"/> No

PART 4 RENT

10 Annual base rent

10.1 Starting annual base rent (i.e. when the lease commences)	\$30,660.00 per annum Including GST
10.2 Rent free period [Describe any rent free period]	NIL
10.3 Date of rent commencement	01/09/2021
10.4 How rent payments are to be made? [Insert description of how rent is paid – e.g. by equal monthly instalments in advance on the first day of each month, other than the first and last payments which are calculated on a pro-rata basis]	By equal monthly instalments in advance on the first day of each month, other than the first and last payments which are calculated on a pro-rata basis.

11 Rent adjustment (rent review)

11.1 Rent adjustment date(s) and adjustment method [Insert a list of all rent adjustment dates and adjustment methods – e.g. fixed increase by X%, fixed increase by \$X, current market rent, indexed to CPI]	01/09/2022 - CPI, 01/09/2023 - CPI
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12 Rent based on turnover

12.1 Is a rent based on turnover payable by the lessee? (Note: The lease must specify the method by which a rent based on turnover is to be determined.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No [Insert method of calculating the turnover rent]
12.2 If a rent based on turnover is not required to be paid, does the lessor require the lessee to provide details of turnover?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

PART 5 OUTGOINGS

13 Contribution by lessee towards lessor's outgoing

13.1 Is the lessee required to pay or contribute towards the lessor's outgoing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
13.2 Describe any period during which the lessee is not required to pay outgoing	Not applicable
13.3 Date on which payment of outgoing is to commence:	/ / 20
13.4 Formula for apportioning outgoing [Insert formula on how outgoing payable by lessee are to be apportioned]	

14 Outgoing estimates (annual) for the 12 month period

Outgoing estimates	/ / 20 to / / 20	
[State which of the following are payable by the lessee. The lessor may be prevented by the Retail Shop Leases Act 1994 from claiming certain costs.] Estimate (including GST) per annum for the building/centre: \$0.00		
14.1 Administration		
• Administration costs (excluding management fees and wages):	• Audit Fees:	• Management Fees:
14.2 Air conditioning/temperature control		
• air conditioning maintenance:	• air conditioning operating costs:	
14.3 Building/centre management		
• Body corporate/strata levies:	• Energy management services:	• Pest control:
• Building intelligence services:	• Gardening and landscaping:	• Ventilation:
• Customer traffic flow services:	• Insurance:	
14.4 Building/centre security		
• Caretaking:	• Fire Levy:	• Security services:
• Emergency systems:	• Fire protection:	
14.5 Cleaning		
• Cleaning consumables:	• Cleaning costs (excluding consumables)	
14.6 Communications		
• Post boxes:	• Public telephones:	
14.7 Customer facilities		
• Car parking:	• Escalators:	• Uniforms:
• Child minding:	• Lifts:	
14.8 Customer information services		
• Information directories:	• Public address/music:	• Signage:
14.9 Government rates and charges (Note: Under section 7 of the Retail Shop Leases Act 1994, lessor's outgoing do not include land tax payable on the land on which the centre or building is situated.)		
• Local government rates and charges:	• Water, sewerage and drainage rates and charges	
14.10 Repairs (Note: Under section 7 of the Retail Shop Leases Act 1994, lessor's outgoing do not include expenditure of a capital nature, including the amortisation of capital costs.)		
• Repairs and maintenance:	• Sinking fund for repairs and maintenance:	

14.11 Utility services		
• Electricity: • Gas:	• Oil:	• Water:
14.12 Waste management		
• Sewerage disposal:	• Waste collection and disposal:	
14.13 List any other outgoings		
	\$	\$
14.14 Total outgoings for the building/ centre:	\$0.00	
14.15 Formula for determining lessee's share of the total outgoings for the building/centre:		
14.16 Estimated lessee contribution to outgoings:	\$	

PART 6 OTHER COSTS

15 Advertising and promotional costs	
15.1 Is the lessee required to contribute towards advertising and promotional costs (including marketing fund contributions) for the building/centre?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
15.2 Lessee's contribution to advertising and promotional costs per annum	
<input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Yes - contribution per annum is Actual/Estimate <input type="checkbox"/> Yes - contribution per annum is % of the rent (excluding GST) payable from time to time <input type="checkbox"/> Yes - [Insert details of lessee's contribution per annum and how this is determined]	
16 Other monetary obligations and charges	
16.1 Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement: [e.g. interest, legal costs and any costs payable under section 48(2) of the Retail Shop Leases Act 1994.]	Interest, legal costs and any costs permitted under s48(2) of the Retail Shop Leases Act 1994, specific tenancy charges and services.

PART 7 ALTERATION WORKS (INCLUDING RENOVATIONS, EXTENSIONS, REDEVELOPMENT, DEMOLITION)

17 Alteration works	
17.1 Are there any alteration works, planned or known to the lessor at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms?	<input type="checkbox"/> Yes [Insert details of the proposed works] <input checked="" type="checkbox"/> No
18 Clauses in lease dealing with relocation and demolition works	
18.1 Clause(s) in lease providing for relocation of lessee	<input type="checkbox"/> Clause(s) of the lease <input checked="" type="checkbox"/> Not applicable
18.2 Clause(s) in lease providing for demolition of the premises or building/centre	<input type="checkbox"/> Clause(s) of the lease <input checked="" type="checkbox"/> Not applicable

14.11 Utility services		
• Electricity: • Gas:	• Oil:	• Water:
14.12 Waste management		
• Sewerage disposal:	• Waste collection and disposal:	
14.13 List any other outgoings		
	\$	\$
14.14 Total outgoings for the building/ centre:	\$0.00	
14.15 Formula for determining lessee's share of the total outgoings for the building/centre:		
14.16 Estimated lessee contribution to outgoings:	\$	

PART 6 OTHER COSTS

15 Advertising and promotional costs	
15.1 Is the lessee required to contribute towards advertising and promotional costs (including marketing fund contributions) for the building/centre?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
15.2 Lessee's contribution to advertising and promotional costs per annum	
<input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Yes - contribution per annum is Actual/Estimate <input type="checkbox"/> Yes - contribution per annum is % of the rent (excluding GST) payable from time to time <input type="checkbox"/> Yes - [Insert details of lessee's contribution per annum and how this is determined]	
16 Other monetary obligations and charges	
16.1 Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement: [e.g. interest, legal costs and any costs payable under section 48(2) of the Retail Shop Leases Act 1994.]	Interest, legal costs and any costs permitted under s48(2) of the Retail Shop Leases Act 1994, specific tenancy charges and services.

PART 7 ALTERATION WORKS (INCLUDING RENOVATIONS, EXTENSIONS, REDEVELOPMENT, DEMOLITION)

17 Alteration works	
17.1 Are there any alteration works, planned or known to the lessor at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms?	<input type="checkbox"/> Yes [Insert details of the proposed works] <input checked="" type="checkbox"/> No
18 Clauses in lease dealing with relocation and demolition works	
18.1 Clause(s) in lease providing for relocation of lessee	<input type="checkbox"/> Clause(s) of the lease <input checked="" type="checkbox"/> Not applicable
18.2 Clause(s) in lease providing for demolition of the premises or building/centre	<input type="checkbox"/> Clause(s) of the lease <input checked="" type="checkbox"/> Not applicable

PART 8 TRADING HOURS

19 Core trading hours relevant to the lessee *The core hours of business of a lessee in a building*

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Public holidays
am to pm	am to pm	am to pm	am to pm	am to pm	am to pm	am to pm	am to pm

20 Lessee access to premises outside core trading hours

20.1 Is the lessee permitted to access the premises and building/centre outside core trading hours?	<input checked="" type="checkbox"/> Yes [provide details including cost of access] <input type="checkbox"/> No
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PART 9 RETAIL SHOPPING CENTRE DETAILS

[Note: This Part must only be completed if the premises are in a retail shopping centre as defined in section 8 of the Retail Shop Leases Act 1994]

21 Retail shopping centre details

21.1 Total number of shops	shops
21.2 Gross lettable area of the centre	m ² Actual/Estimate

22 Annual turnover of the shopping centre

22.1 Annual estimated turnover (where collected)	\$ per m ² <input type="checkbox"/> Inc GST/ <input type="checkbox"/> Ex GST	\$ <input type="checkbox"/> Inc GST/ <input type="checkbox"/> Ex GST
22.2 Annual estimated turnover by specialty shops per m ² (where collected)		
Food \$ per m ² <input type="checkbox"/> Inc GST/ <input type="checkbox"/> Ex GST	Non-food \$ per m ² <input type="checkbox"/> Inc GST/ <input type="checkbox"/> Ex GST	Services \$ per m ² <input type="checkbox"/> Inc GST/ <input type="checkbox"/> Ex GST

23 Major/anchor tenants

23.1 Major/anchor tenants and lease expiry dates [List all major and anchor tenants (e.g. department stores, discount department stores, supermarkets) and the dates on which leases held by those tenants expire]	
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24 Floor plan and tenancy mix

24.1 Floor plan showing tenancy mix, common areas, common area trading, kiosks and major tenants	<input type="checkbox"/> Attached as per item 34.1
24.2 Does the lessor assure the lessee that the current tenant mix will not be altered by the introduction of a competitor?	<input type="checkbox"/> Yes <input type="checkbox"/> No

25 Customer traffic flow information

25.1 Does the lessor collect customer traffic flow information?	<input type="checkbox"/> Yes-Attached as per item 34.2 <input type="checkbox"/> No
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26 Casual mall licensing for common areas

26.1 Do you adhere to the Shopping Centre Council of Australia's Casual Mall Licensing Code of Practice?	<input type="checkbox"/> Yes - casual mall licensing policy attached as per item 34.3 <input type="checkbox"/> No
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PART 10 OTHER DISCLOSURES

27 Other disclosures

27.1 Are there any current legal proceedings in relation to the lawful use of the premises or building/centre?	<input type="checkbox"/> Yes	[provide details]
	<input checked="" type="checkbox"/> No	

28 Representations by lessor

28.1 Any other representations by the lessor or the lessor's agent
[lessor to insert details of any other oral or written representations made by the lessor or the lessor's agent]

NIL

PART 11 LESSOR ACKNOWLEDGEMENTS AND SIGNATURE

29 Acknowledgements by lessor

By signing this disclosure statement, the lessor confirms and acknowledges that:

- this disclosure statement contains all representations in relation to the proposed lease by the lessor and the lessor's agents as at the date of this disclosure statement;
- this disclosure statement reflects all agreements that have been made by the parties;
- the lessor has not knowingly withheld information which is likely to have an impact on the lessee's proposed business.

Warnings to lessor when completing this disclosure statement:

- The lessee may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.

30 Lessor's signature

30.1 Name of lessor [insert name of lessor]	
30.2 Signed by the lessor or the lessor's agent for and on behalf of the lessor	Kelly Ann Dwyer, Solicitor
30.3 Name of the lessor's authorised representative or lessor's agent [insert name of person signing with the authority of the lessor]	
30.4 Date	/ /20

PART 12 LESSEE ACKNOWLEDGEMENTS AND SIGNATURE

31 Acknowledgements by the lessee

By signing this disclosure statement, the lessee confirms and acknowledges that the lessee received this disclosure statement.

Before entering into a lease, lessees should consider these key questions:

- Does the planning authority allow your proposed use for the premises under planning law?
- Is the security of your occupancy affected by:
 - mortgages, charges or encumbrances granted by the lessor?
 - rights and obligations under a head lease
- Do the premises comply with building and safety regulations? Are the premises affected by outstanding notices by any authority?
- Could your trading be affected by disturbances or changes to the building/centre?
- Does the lessor require you to refurbish the premises regularly or at the end of the lease?
- Can the lessor end the lease early even if you comply with the lease?
- Are all the existing structures, fixtures and plant and equipment in good working order?
- Are you required to make good the premises at the end of the lease?
- Is the tenancy mix of the shopping centre (if applicable) likely to change during the term of the lease? (see item 24.2)

32 Lessee's signature

It is important that a lessee seek independent legal and financial advice before entering into a lease.

32.1 Name of lessee [insert name of lessee]	Justin Andrew Wood
32.2 Signed by the lessee or for and on behalf of the lessee	
32.3 Name of the lessee's authorised representative [insert name of person signing with the authority of the lessee]	
32.4 Date	/ /20

PART 13 ATTACHMENTS**33 List of attachments**

33.1 Plan of premises (see item 1.2)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> Not applicable
33.2 Head lease or Crown lease (see item 4.2)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not applicable
33.3 Additional attachments [list of any additional attachments]	

34 List of attachments—retail shopping centre

[This item must be completed only if the premises are in a retail shopping centre as defined in section 8 of the Retail Shop Leases Act 1994.]

34.1 Floor plan (see item 24.1)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not applicable
34.2 Customer traffic flow statistics (see item 25.1)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not applicable
34.3 Casual mall licensing policy (see item 26.1)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> Not applicable
34.4 Additional attachments relating to the retail shopping centre [list of any additional attachments]	